

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively authorizing the Chairperson of the Board's action in applying for a new five-year grant award with the United States Department of Health and Human Services (DHHS) for the continuation of the Early Head Start Child Care Partnership Program ("Program"), in an amount of \$3,917,461.00 annually, for a total grant amount of \$19,587,305.00; authorizing the Chairperson of the Board or the County Mayor, as necessary, to apply for additional grant funds from DHHS for the program and to enter into any agreements with DHHS to accept awarded program grant funds; authorizing a non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the County Code by a two-thirds vote of the Board members present to award Contract Nos. EHS-CCP001 through EHS-CCP015 with nine Early Head Start subcontractors for the provision of Program services; authorizing the County Mayor to expend Program funds, apply for and expend match Program grant funds, and execute agreements necessary for the receipt of such funds and the Program, and exercise all provisions set forth therein; and authorizing the County Mayor to solicit, accept, and evaluate new applications for the provision of Program services by subcontractors, as necessary; and waiving Resolution No. R-130-06

Resolution No. R-684-24

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: July 16, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Retroactive Authorization of Application for Renewed Grant Award with the United States Department of Health and Human Services for Early Head Start Child Care Partnership Grant and Approval to Award Non-Competitive Designated Purchase Contracts for Program Services

Executive Summary

This resolution seeks retroactive authorization by the Board of County Commissioners (Board) for the Community Action and Human Services Department's (CAHSD) application to renew its grant award with United States Department of Health and Human Services (DHHS) Administration for Children and Families (ACF) Office of Head Start (OHS) for the continuation of the Early Head Start Child Care Partnership Program ("Program"). The funding period is from August 1, 2024, to July 31, 2029, and the total funding amount is approximately \$3,917,461.00. This grant award does not result in a fiscal impact to Miami-Dade County's (County) General Fund.

Approval of a designated purchase is being requested to award the nine Subcontractors listed below, which are currently providing these services with renewed contracts for Early Head Start services for the upcoming grant cycle. A designated purchase in the best interest of the County in order to ensure continuity of care to the children and families currently enrolled in the Program. In addition, it is necessary and in the best interest of the County to continue providing services in these locations in order to retain the benefits of the financial investments made in these facilities during the prior grant cycle. The Program has invested in facility improvements, staff credentialing and training, and leadership development for the directors of these programs in order to meet the requirements set forth in the Head Start Program Performance Standards.

Recommendation

It is recommended that the Board retroactively authorize the Chairman of the Board's action, on behalf of the County and as Chair of the County's Head Start/Early Head Start Governing Body¹, in applying for a new five-year grant award (on a non-compete basis) with the DHHS ACF OHS for the continuation of the Program in an amount of \$3,917,461.00 annually, for a total funding amount of \$19,587,305.00.

¹ Pursuant to applicable regulations and the Head Start Program Performance Standards, the Board of County Commissioners is the Head Start/Early Head Start Grantee and the Governing Body of the Program. As the Governing Body, the Board has a legal and fiscal responsibility to administer and oversee the Program. In this role, the Chair of the Board executes the grant application and grant agreement with DHHS.

It is further recommended that the Board approve this request for a non-competitive designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, award contracts which are necessary to expend any awarded federal grant funds, and authorize the County Mayor or County Mayor's designee to enter into agreements with the Subcontractor (or Child Care Partner) agencies listed below:

1. Cambridge Academy and Camp Learning Center, Inc;
2. Community Outreach Center Inc;
3. Crystal Learning Center Inc.;
4. Decroly Learning Child Care Center, Inc.;
5. Memorial Temple Missionary Baptist Church, Inc. d/b/a Memorial Temple Early Childhood Education Center;
6. Rising Star Academy Inc;
7. Shining Light Childcare Development Center, Inc.;
8. St. Alban's Day Nursery, Inc. d/b/a St. Alban's Child Enrichment Center; and
9. Universal Academy Private School, Inc.

As permitted by the Program and grant funding, or in the event any of these Subcontractors fail to meet one or more of the requirements of the grant or fail to demonstrate the ability to implement the requirements of the grant, it is further recommended that the Board authorize the County Mayor or County Mayor's designee to select new Subcontractors and to negotiate and execute contracts with any new Subcontractors, subject to DHHS approval, as necessary. A listing of the locations of the Subcontractors is included in Attachment 1 to this memorandum.

It is also recommended that the Board authorize the Chair of the Board to apply for additional grant funds from DHHS for the Program and the County Mayor or the County Mayor's designee to apply for match funds for the Program, and to enter into agreements to accept these funds.

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) Expend any federal funds originating from DHHS for the continued operation and administration of the Program;
- (2) To execute contracts in substantially similar form as included as Exhibit 1 to the resolution with the nine Subcontractors, and to exercise all provisions of the contracts, including amendments, extensions, renewals, terminations, and waivers, 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, as applicable;

- (3) To apply, receive, expend funds that can be utilized as non-federal share match for the Program and to execute any other agreements and documents necessary to fulfill the Program and grant requirements, and to exercise all provisions set forth within the same; and
- (4) In the event any of the above Subcontractors fail to meet one or more of the requirements of the grant or fail to demonstrate the ability to implement the requirements of the grant, authority to select new Subcontractors and to negotiate and execute contracts in substantially similar form as Exhibit 1 with any new Subcontractors, subject to DHHS approval, as necessary.

Fiscal Impact/Funding Source

There is no anticipated fiscal impact to the Miami-Dade County General Fund for the provision of these services.

Track Record/Monitor

The Head Start/Early Head Start Director, currently the Assistant Director, Dr. Maria T. Riestra-Quintero, will be responsible for the administration and monitoring of the Program.

Background

Since 1965, CAHSD, or a predecessor agency, has been providing comprehensive child development services through the Head Start Program to low-income preschool children three to five years of age. In 1990, the CAHSD received additional funds to administer the Early Head Start Program for pregnant women and children, birth up to the age of three years. Head Start provides comprehensive early childhood education services to children ages three to five years old and Early Head Start provides the same services to children birth to three years old.

In 2014, CAHSD was also awarded this Early Head Start Child Care Partnership grant to serve 240 infants and toddlers and their families, through contracts with eight childcare partner providers that are designated as subcontractors. *See* Resolution No. R-497-15. In 2019, the grant was renewed for an additional 5 years. *See* Resolution No. R-1070-19. Furthermore, the County applied for and was awarded an additional Early Head Start Expansion and Early Head Start Child Care Partnership grant in 2019. *See* Resolution No. R-691-19.

This current item relates to the Early Head Start Child Care Partnership Program (Program), which is separate and apart from the County's (i) Head Start grant; (ii) Early Head Start grant, and (iii) Early Head Start Expansion and Early Head Start Child Care Partnership grant. This fourth grant, the Early Head Start Child Care Partnership Program grant, resulted from a funding initiative from the DHHS's Administration for Children and Families ("ACF"), which set aside \$650 million for new Early Head Start Child Care Partnerships in 2014. The primary goal of the grant is to enhance the quality of early care in the community.

The grant requires that Early Head Start Programs (like the County) partner with community-based early childcare centers to improve the quality of such centers. The quality improvement efforts include, but are not limited to, training, professional development, implementation and enforcement of more stringent programming requirements, intensive monitoring of each

center's fiscal and programming compliance, and the opportunities to provide caregivers with higher wages.

In May of 2024, the Chair of the Board, on behalf of the County and as Chair of the County's Head Start/Early Head Governing Body, submitted an application for a non-competing baseline grant application (aka renewal funding) to ACF for a new grant project period beginning August 1, 2024, and ending July 31, 2029. If awarded the renewal funding, the County will continue serving 240 Early Head start children.

The annual funding amount, per child, will be approximately \$10,331.75 for the Subcontractor childcare partners. The contracts will be for one year, with four additional one-year options to renew, until July 31, 2029.

Designated Purchase: 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 award the nine Subcontractor agencies listed above with contracts for Early Head Start services for the upcoming grant cycle. The contracts that relate to the current grant award period are set to expire on July 31, 2024. A designated purchase in the best interest of the County in order to ensure continuity of care to the children and families currently enrolled in the Program.

In addition, it is necessary and in the best interest of the County to continue providing services in these locations in order to retain the benefits of the financial investments made in these facilities during the prior grant cycle. The program has invested in facility improvements, staff credentialing and training, and leadership development for the directors of these programs in order to meet the requirements set forth in the Head Start Program Performance Standards (HSPPS). Costs to renovate each center includes purchasing furniture and materials for each classroom (\$15,000 per classroom), updating interior and exterior buildings to ensure the health and safety of children (approximately \$25,000 per center) and installing playgrounds that meet the requirements of the grant (approximately \$50,000). The total estimated cost to update one facility with 3 classrooms is approximately \$120,000. Training of teaching staff include training on the curriculum, databases, HSPPS, observation tools, and quality interactions with children and families. The estimated cost of training one teacher is approximately \$7,000.

CAHSD used a systematic and comprehensive process in the selection of its Subcontractors. The County researched potential partners for licensing status, eligibility for state-funded subsidies, and a sound business model. The County then evaluated the childcare sites for health, safety, facilities, and the provision of comprehensive services. A stratified approach was used to select the providers in the targeted catchment areas (determined by ACF). The selected centers were submitted in the grant proposal and are subject to approval by OHS. Any additional early childcare centers selected will be in accordance with approved policies and procedures by the OHS.

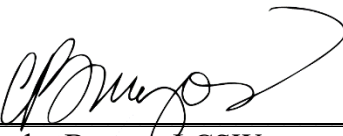
Future Potential Subcontractors: As permitted by the Early Head Start Child Care Partnership Program and grant funding, or in the event any of the nine subcontractor agencies is terminated or not renewed during the grant period, it is recommended that the Board authorize the County Mayor or County Mayor's designee to: (1) solicit, accept, and evaluate new applications to provide Early Head Start Child Care Partnership Program services, and (2) to negotiate and execute contracts with any new Subcontractor agencies as is in the public and community's interest and welfare, and in accordance with Head Start Program Performance HSPPS. Any additional Subcontractors will be selected in accordance with the selection process outlined in the federal grant submission and authorized by DHHS, and are subject to the final approval of DHHS. A waiver of Resolution No. 130-06, requiring all legislation seeking approval of a contract and authority to execute same be completely negotiated and executed by all non-County parties prior to placement on an agenda of the Board, is necessary because the timing from when the funding notice was received from OHS (February 2024) limited the time in which these agreements can be executed, and the Program requires additional agreements and memorandum of understanding with other service partners that have not been negotiated at this time.

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 for any of the Subcontractors being recommended for grant contracts.

Applicable Ordinances and Contract Measures

- The two percent User Access Program, section 2-8.10 of the Code, does not apply.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply.



Cathy Burgos, LCSW
Chief Community Services Officer

Attachment 1

“Subcontractors” or “Child Care Partners” and their services location

The nine Subcontractors proposed for this grant and included in the grant application submitted to DHHS are:

1. **Cambridge Academy and Camp Learning Center, Inc.**
2751 NW 167th Street, Miami Gardens FL 33054
2. **Community Outreach Center**
796 NW 29th. Street Miami, FL 33127
3. **Crystal Learning Center, Inc.**
27085 SW 138th Court, Homestead FL 33032
4. **Decroly Learning Child Care Center, Inc.**
735 NE 12th Avenue, Homestead FL 33030
5. **Memorial Temple Missionary Baptist Church Inc. d/b/a Memorial Temple Early Childhood Education Center**
16600 NW 44th Court, Miami Gardens FL 33054
6. **Rising Star Academy**
17560 NW 27th Avenue, Suite #109, Miami Gardens FL 33056
7. **Shining Light Childcare Development Center, Inc.**
8220 NW 13th Court, Miami, FL 33147
8. **St. Alban’s Day Nursery, Inc. d/b/a St. Alban’s Child Enrichment Center**
2370 NW 17th Ave, Miami FL 33142
9. **Universal Academy Private School, Inc.**
21310 NW 37 Avenue, Miami FL 33056

Six of the nine Subcontractors are the same from the prior grant cycle, and as approved in Resolution No. R-1070-19: Cambridge Academy and Camp Learning Center, Inc., Crystal Learning Center, Inc, Decroly Learning Center, Inc, Memorial Temple Missionary Baptist Church Inc, Rising Star Academy, and Shining Light Childcare Development Center, Inc. The Department invested in elevating the quality of services in these centers through building improvements, training staff, and improving practices. These Subcontractors performed well in the prior grant cycle and are being recommended to continue to be Subcontractors in this upcoming grant cycle.

The subcontract with Early Childhood Professional Services, Inc. d/b/a Bethany Child Development Center and Play & Read Academy Corp awarded as part of Resolution No. R-1070-19, were terminated during the project period upon mutual agreement of the parties. Slots allocated to the two terminated Subcontractors were awarded to Community Outreach Center, St. Alban’s Day Nursery Inc, and Universal Academy Preschool, Inc. as they demonstrated capacity to service the children in the same communities.



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(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. 9(A)(1)

7-16-24

RESOLUTION NO. _____ R-684-24

RESOLUTION RETROACTIVELY AUTHORIZING THE CHAIRPERSON OF THE BOARD'S ACTION IN APPLYING FOR A NEW FIVE-YEAR GRANT AWARD WITH THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) FOR THE CONTINUATION OF THE EARLY HEAD START CHILD CARE PARTNERSHIP PROGRAM ("PROGRAM"), IN AN AMOUNT OF \$3,917,461.00 ANNUALLY, FOR A TOTAL GRANT AMOUNT OF \$19,587,305.00; AUTHORIZING THE CHAIRPERSON OF THE BOARD OR THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, AS NECESSARY, TO APPLY FOR ADDITIONAL GRANT FUNDS FROM DHHS FOR THE PROGRAM AND TO ENTER INTO ANY AGREEMENTS WITH DHHS TO ACCEPT AWARDED PROGRAM GRANT FUNDS; AUTHORIZING A NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT TO AWARD CONTRACT NOS. EHS-CCP001 THROUGH EHS-CCP015 WITH NINE EARLY HEAD START SUBCONTRACTORS FOR THE PROVISION OF PROGRAM SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND PROGRAM FUNDS, APPLY FOR AND EXPEND MATCH PROGRAM GRANT FUNDS, AND EXECUTE AGREEMENTS NECESSARY FOR THE RECEIPT OF SUCH FUNDS AND THE PROGRAM, AND 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 PROGRAM SERVICES BY SUBCONTRACTORS, AS NECESSARY; AND WAIVING RESOLUTION NO. R-130-06

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board retroactively authorizes the Chairperson of the Board's action, on behalf of the County and as Chair of the County's Head Start/Early Head Start Governing Board, in applying for Early Head Start Child Care Partnership Program ("Program") Grant funds from the United States Department of Health and Human Services (DHHS), Administration for Children and Families (ACF), Office of Head Start (OHS), for the continued operation of the Early Head Start Child Care Partnership Program, in an amount of \$3,917,461.00 annually, for a total Program grant award of \$19,587,305.00. This Board authorizes the Chairperson of the Board or the County Mayor or the County Mayor's designee, as appropriate, to apply for any additional available grant funds from DHHS for the Program during the grant term, including cost of living adjustments or Program improvement allocations, and to execute any agreements with DHHS as are necessary to accept any awarded Program grant funds.

Section 2. Subject to the receipt of applicable federal finds and appropriation, this Board finds it is in the best interest of Miami-Dade County to award as a non-competitive designated purchase: Contract Nos. EHS-CCP 001 through EHS-CCP 015 with the nine Early Head Start subcontractors listed in the accompanying memorandum, in generally the form attached hereto as Exhibit 1, for the provision of Program services, 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. This Board authorizes the County Mayor or the County Mayor's designee to execute these agreements, and to exercise all provisions contained therein, including amendment, extension, renewal, termination, and waiver, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38, subject to approval for form and legal sufficiency by the County Attorney's Office.

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to expend the awarded Program grant funds and to apply for, receive, and expend any additional

grant funds that can be utilized as non-federal share match funding for the Program, and to execute any agreements and documents necessary for the receipt and expenditure of such funds and also as are necessary for the Program and grant requirements, and to exercise all provisions set forth therein, subject to approval for form and legal sufficiency by the County Attorney’s Office.

Section 4. This Board authorizes the County Mayor or the County Mayor’s designee to solicit, accept, and evaluate new applications for Subcontractors, as necessary, during the Program grant term, and to execute Subcontracts agreements in generally the form attached hereto as Exhibit 1 with additional Subcontractors that may be selected, subject to DHHS approval.

Section 5. This Board waives the requirements of Resolution No. R-130-06, which requires all non-governmental parties to execute agreements prior to presentation to this Board for approval.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman		aye	
Anthony Rodríguez, Vice Chairman		aye	
Marleine Bastien	aye	Juan Carlos Bermudez	absent
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski

Exhibit 1

Early Head Start Child Care Partnership
"Subcontractor" Agreement
Contract No. EHS-CCP

THIS AGREEMENT is for the provision of Early Head Start Child Care Partnership 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 _____ ("Contractor"), 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), Administration for Children and Families, Office of Head Start (OHS), which provides the funding for the Early Head Start (EHS) Child Care Partnership (CCP) Program ("Program"); and

WHEREAS, the Contractor is a child care provider and seeks to provide quality child care services in accordance with the Program grant requirements from HHS, and to provide Early Head Start Child Care Partnership Program Services in partnership with the County, on a non-exclusive basis, that shall conform to the terms and conditions of the Program grant requirements from DHHS and this Agreement; and

WHEREAS, the County will provide comprehensive health, disability, and family services to the participating children and families being served by the Contractor; and

WHEREAS, the County and the Contractor expressly understand and agree that this Agreement is conditioned upon receipt of funding by the County from DHHS and approval of this Agreement by the Miami-Dade County Board of County Commissioners and from 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 Contractor 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 Contractor and its Subcontractors specifically for the County.
- h) The words "Grant" or "Grant funds" to mean the grant funding from DHHS.
- i) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- j) The word "Program" to mean the Early Head Start Child Care Partnership Program.
- k) The words "Program Manager" to mean the County Mayor or the duly authorized representative designated to manage the Early Head Start Child Care Partnership Program.

- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- m) The words "Service(s)" or "Work" to mean the provision of Early Head Start Child Care Partnership Program in accordance with the Scope of Services.
- n) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- o) The words "Program Year" or "School Year" to mean the start and end of the Early Head Start grant year, August 1 to July 31.
- p) "HSPPS" to mean the Head Start Program and Performance Standards 45 CFR Parts 1301 to 1305.
- q) Home-Based program option to mean 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.
- r) 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 Contractor shall provide the Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor 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 Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor 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 Contractor expressly understands and acknowledges that the County, as the grantee for the Program, shall make all policy decisions regarding the Program and this Agreement. The Contractor 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 Contractor 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, 2024 and shall continue through July 31, 2025. 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, 2029, 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 Contractor, and subject to any necessary approvals by the Miami-Dade County Board of County Commissioners ("BCC") and/or DHHS.

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 1st Court
OTV 9-104
Miami, FL, 33136

Phone: (786) 469-4633
E-mail: 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

(2) To the Contractor

NAME.
ADDRESS
Attention: TBA
Phone:
Fax:
E-mail:

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

The Contractor 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 Contractor, 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 Contractor 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. At any time, the Contractor 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 Contractor. The County shall have no obligation to pay the Contractor 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 Contractor.

The maximum amount payable for services rendered under the Program for a full Program Year in the aggregate for all EHS Services will be determined based on available funding. The actual amount paid to a Contractor 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. The Contractor must leverage School Readiness revenue for each eligible infant and toddler as a way to help the Contractor to meet the requirements of the grant. At least 25% of enrolled infants and toddlers must receive a child care subsidy. 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 \$10,331.75 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 Contractor provides Services at a County facilitated site, \$400 shall be deducted from the standard per slot cost. 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 Contractor'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 Contractor 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. Early Head Start Child Care Partnership), and target geographic area where Services are provided by Contractor. Contractor agrees to service the number of children listed in the NTP by the County. Should this Agreement be renewed, Contractor shall submit a budget for the approved slots prior to the start of each Program Year for County approval.

Non-Federal Share/Match: The Contractor 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 Contractor must submit proof to the County of the required twenty-five percent (25%) of the non-federal resources monthly with its invoices. If the Contractor fails to provide proof of non-federal resources, the County may reduce the monthly reimbursement in accordance with the shortage. The Contractor 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 Contractor 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 Contractor 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 Contractor need and availability of funding.

ARTICLE 7 METHOD AND TIMES OF PAYMENT

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

Reimbursements:

The Contractor agrees that under the provisions of this Agreement, it will request reimbursement for those actual, reasonable and necessary costs incurred by the Contractor which are directly attributable and properly allocable to the Services. The Contractor shall invoice the County for these Services, monthly, with invoices certified by the Contractor 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 of this deadline 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. Contractor 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 Contractor.

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 Contractor, 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 Contractor.

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 Contractor 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 written approval and a budget modification approved by the Contractor's authorized representative and the County. The Contractor may amend their budget throughout the Program Year, but no later than May 31st, with prior written approval from the County.

Monthly Advance Requests:

Within 30 business days of execution of this Agreement, the Contractor 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 Contractor shall provide Services. Upon receipt of the request by the County, and the County's written approval, the Contractor's monthly request for reimbursement for the service month for which a monthly advance payment was received by the Contractor will be processed. No advance requests will be processed without receipt of the prior month's reimbursement request.

Monthly Advance Payment: The County limits the monthly advance payment to the equivalent of the Contractor'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 Contractor

and remit the net difference to the Contractor. The County's plan is to permit no monthly advance payment to be provided to the Contractor in the final month of the Program Year. Prior to the disbursement of any funds, the Contractor 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. No advance payments will be made to agencies who have not submitted the reimbursement request for the prior month.

Monthly Line- Item Budget Summaries: The Contractor 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 Contractor 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 Contractor in support of the services detailed in this Contract.
7. The Contractor 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 Contractor 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 Contractor for a period of no less than five (5) years and shall be made available for County staff inspection at any time.
8. The Contractor 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 Contractor 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 thirty (30) 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 Contractor 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 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 Contractor to the County as follows:

Miami-Dade County
Community Action and Human Services Department
Head Start Program
701 NW 1st 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 Contractor shall establish and implement procedures for the ongoing monitoring of their 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 Contractor 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 Contractor of any findings identified through the monitoring of Contractor operations. The Contractor shall present any deficiencies to its governing body. The County may submit the findings to the Contractor's governing body as well. In the event findings are identified, the County will assist the Contractor 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 Contractor, which results in an overpayment of funds under this Agreement to such Contractor, the Contractor shall reimburse the County within thirty (30) days of notice.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

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

Contractor shall furnish Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained as outlined below:

A. Commercial General Liability with limits no less than \$1,000,000 each occurrence \$2,000,000 aggregate to include Abuse & Molestation. Miami-Dade County must be included as additional insured.

B. Workers' compensation insurance as required by Florida Statute 440 or any applicable law

- C. Automobile liability covering all owned, non-owned and hired vehicles with limits no less than \$1,000,000 combined single limit
- D. Professional Liability in an amount not less than \$1,000,000 each claim \$2,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or provision of products
- E. Student accident insurance with a limit of \$25,000 per accident. Student Accident Insurance, Liability Insurance for accidents on the Premise, and Transportation Liability Insurance with a minimum limit of \$2,000 per child.

The contractor 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 contractor shall keep on file documented coverage and furnish to the County's Program with the start of each Program Year.

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.

Miami-Dade County reserves the right to require complete certified copies of all required insurance policies including endorsements at any time

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor 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 Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days of the contract award, the Contractor 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 Contractor 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 Contractor 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 Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 10 MANNER OF PERFORMANCE

- a) The Contractor 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 Contractor in all aspects of the Work.
- b) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Program employee shall have and wear proper identification at all times Services are being provided (such as a Contractor employment identification card). At the request of the County, the Contractor shall promptly remove from the Program any Contractor employee, Subcontractor, or any other person performing Work hereunder.
- d) The Contractor 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 Contractor's personnel. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- e) The Contractor 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 Contractor 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 Contractor 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 Contractor shall be, always, employees of the Contractor 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 Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and way it and its employees perform the Work, and in all respects the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Manager. In the event that the Contractor and the Program Manager are unable to resolve their difference, the Contractor 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 Contractor'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 Contractor 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 Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor, or the same Federal Contractor and the same pass-through entity, and that Federal Contractor 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 Contractor shall submit annually to the County a complete copy of their annual, Contractor-wide audit reports performed by an independent auditor covering each of the fiscal years for which Early Head Start Child Care Partnership funds were awarded. Audits of Contractor agencies must comply with 2 CFR Part 200 Subpart F Audit Requirements.

ARTICLE 15 SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel, the Contractor 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 Contractor 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 Contractor 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 Contractor, and the Contractor 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 Contractor. Before entering into any subcontract hereunder, the Contractor 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 Contractor.
- b) The Contractor, 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 Contractor 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 Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor 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 Contractor 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 Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor 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 Contractor. The Contractor 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) Contractor commits an Event of Default and, where applicable, fails to cure said Event of Default; (ii) Contractor 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 Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- c) The Contractor 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 Contractor 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 Early Head Start Child Care Partnership 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 Contractor 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 EHS funds.

ARTICLE 20 EVENT OF DEFAULT/ADEQUATE ASSURANCE

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

- i. the Contractor 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 Contractor has not delivered Deliverables and/or Services on a timely basis;
- iii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iv. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- v. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- vi. the Contractor has failed to obtain the approval of the County where required by this Agreement or applicable Head Start regulations;
- vii. the Contractor has failed to provide "adequate assurances" as required below;
- viii. the Contractor has failed in the representation of any warranties stated herein;
- ix. the Contractor fails to comply with the Public Records Law;
- x. the County has determined the Contractor'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 Contractor fails to establish, utilize, and analyze children's progress on agency-established School Readiness goals;
- xii. the Contractor 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 Contractor has a revocation of a license to operate a center or program;
- xiv. the Contractor has a suspension or termination from another state or federally funded program;
- xv. the Contractor receives a debarment from receiving federal or state funds or disqualified from the Child and Adult Care Food Program; or
- xvi. the Contractor 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 Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor'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 Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, or the County is not sufficiently reassured by the Contractor'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 Contractor (the "Default Notice"), specifying the basis for such default. In the sole discretion of the County, the County may allow the Contractor 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 Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during the specified cure period. In the event a Contractor fails to cure a default and the County suspends payment for the Program, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor 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 Contractor shall accompany such materials.

ARTICLE 25 PROPRIETARY INFORMATION

The Contractor 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 Contractor 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 Contractor 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 Contractor's employees with the approval of the lessor or Contractor's thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

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

ARTICLE 26 PROPRIETARY RIGHTS

- a) The Contractor 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 Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor 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 Contractor 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 Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|--|--|
| <ol style="list-style-type: none"> 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
<i>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-</i> | <p><i>Dade County and Title 49 of the Code of Federal Regulations.</i></p> <ol style="list-style-type: none"> 16. Antitrust Laws
<i>By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</i> 17. Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit |
|--|--|

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 Contractor 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 Contractor'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 Contractor, 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 Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor 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 Contractor, 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 Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor 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 Contractor'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, Contractor 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) Title VI, codified at 42 USC § 2000d et seq. prohibiting discrimination because of race, color, or national origin.
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) 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".
- s) 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).
- t) Americans with Disabilities Act of 1990 (and related Acts and regulations)
- u) 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),
- v) 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 Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "a" through "u" above.

The Contractor 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 Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Program Manager shall verify the certification(s), license(s), and permit(s) for the Contractor 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, Contractor 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 Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 30 NONDISCRIMINATION

During the performance of this Contract, Contractor 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 Contractor 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 Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor 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 Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 31 CONFLICT OF INTEREST

The Contractor 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 Contractor 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 Contractor, 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 Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor'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 Contractor 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, Contractor shall promptly bring such information to the attention of the Program t Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor 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

Contractor 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 Contractor that relates to the Early Head Start Child Care Partnership Program funded by the County. If the visit is related to the Early Head Start Child Care Partnership 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**

Contractor shall distribute a news release, previously approved by the County, to local news media outlets announcing it has been awarded funding as an Early Head Start Child Care Partner, by Miami Dade County Community Action and Human Services Department (CAHSD) Head Start/Early Head Start Division. Contractor shall prominently place a Miami Dade County CAHSD Head Start/Early Head Start Division, Child Care Partnership 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).

Contractor 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); or, if the Contractor maintains another page on its website that displays the names and logos of its funding partners, Contractor 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). If the funded Contractor 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 Contractor's website. Contractor 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:

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

Español:

El [Contractor 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 [Contractor Name].

Contractor 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

Contractor shall request that all media representatives, when inquiring with Contractor 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

Contractor 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 Contractor, 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.
- 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 Contractor maintains a Facebook page).
- e) Follow the Miami Dade County CAHSD's Twitter account (if Contractor maintains a Twitter account).

4. PRINTED MATERIALS

- a) Contractor 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, Contractor 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) Contractor 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

Contractor 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 Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor 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 Contractor has with the County, the Contractor 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 Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 35 LIENS

The Contractor 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 Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the COUNTY to perform the service. If the Contractor transfers all public records to the COUNTY upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st 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 Contractor to have access to certain information ("Information"), some of which may constitute Protected Health Information ("PHI").

The Contractor shall protect the privacy and provide for the security of PHI, including, but not limited to, electronic PHI, disclosed to the Contractor 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 Contractor.

- a. Permitted Uses and Disclosures. Contractor may use and/or disclose PHI received by Contractor 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. Contractor shall not use or further disclose PHI other than as permitted by the underlying Agreement, or as required by law.
- c. Safeguards. Contractor 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)]. Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Appropriate safeguards used by Contractor 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, Contractor's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Contractor for production of documents and coordination of inspection(s).
- d. Reporting of Disclosures. Contractor 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. Contractor Agents and Subcontractors. Contractor agrees and shall ensure that any agents, including Subcontractors, to whom it provides PHI or ePHI received from, or created or received by Contractor, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and that such agents conduct their operations within the United States. Contractor agrees and shall ensure that any agents, including Subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of Contractor, 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. Contractor 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. Contractor 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. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor 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. Contractor 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 Contractor in compliance with the terms of this Agreement or in compliance with the HIPAA Regulations shall be borne by Contractor.
- j. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, the Contractor 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

Contractor shall abide by the following:

1. Abide by all background screening and employment requirements of the Early Head Start Child Care Partnership 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 Early Head Start Child Care Partnership Program; and
2. 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 Contractor's Contract may be subject to termination and revocation of funding at the sole discretion of the County.
3. Complete an Affidavit of Good Moral Character which shall be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.
4. Ensure all employee personnel files shall reflect the initiation and completion of the required background screening checks.
5. Upon execution of a contract, furnish the Early Head Start Child Care Partnership Program with proof that background screening Level 2 was completed. If the Contractor 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. 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 Contractor, 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 Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.
- 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 Contractor 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

(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,

Contractor

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

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

ARTICLE 1 GENERAL REQUIRED SERVICES

1. Operate an Early Head Start Child Care Partnership (Program) in select classrooms, to provide Early Head Start services, as applicable, that focuses on the delivery of comprehensive early childhood care and education services for pregnant women and/or infants and toddlers (birth – three year old).
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 Early Head Start Child Care Partnership 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 (HS) and Early Head Start (EHS) and Procedures, found through Microsoft Teams and/or ChildPlus as may be amended, which are incorporated herein by reference.
4. The approved Early Head Start Child Care Partnership Program services shall provide a minimum of ten (10) 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. Contractor agencies requesting to serve children for less than the stipulated hours may receive an adjusted cost per child.
5. Use a layered funding model that blends funding, such as School Readiness funds, in order to provide a full-day full year of services to families who qualify.
6. Establish a Quality Assurance (QA) Program which ensures Contractor compliance with HSPPS.
7. 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.
8. Ensure that the majority of the Contractor's funded slots are occupied by children within the targeted geographic area being serviced.
9. Be licensed by the State of Florida, Department of Children and Families, to operate the child care facility, except to the extent exempted pursuant to the provisions of Florida Statute 402.301 -402.319 for a religious exemption.
10. Be an active sponsor of the U.S. Department of Agriculture (USDA) Child Care Food Program.
11. The Contractor shall comply with all laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines applicable to the services contemplated herein. The Contractor shall be familiar with all Federal, State and local laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines that may in any way affect the goods or services offered, especially 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), 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.
12. Fully participate in the pilot program to incorporate webcam systems in Early Head Start classrooms that produce a live feed accessible to parents, provide video recordings for teacher and staff development, and serve as external security cameras and security access devices, pursuant to Miami-Dade County Resolution No. R-390-17.

13. Ensure and encourage all instructional staff to participate in the Miami Dade College/Miami-Dade County Teaching Academy by attending classes in the Early Childhood Education Certificate with a focus on Infants and Toddlers.

ARTICLE 2 HUMAN RESOURCE MANAGEMENT

1. Where applicable, 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 Contractor's personnel policies and procedures incorporating the requirements as specified in HSPPS Part 1302.90 (Personnel Policies).
3. Submit all Contractor 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 Child Care Partnership 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 Contractor with a 72-hour advance notice of upcoming Child Care Partnership Director's meetings unless it becomes necessary to call an emergency meeting, in which case as much advance notice will be given to the Contractor as reasonably possible. The Contractor' Director, or designee, shall maintain a 100% attendance rate at and participate in the monthly Child Care Partnership Director's meetings.
5. Ensure that all staff paid with Early Head Start Expansion and Child Care Partnership 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 Contractor to adhere to the 100% mandatory attendance requirements contained herein could result in default.
7. Ensure that all Program teachers meet the requirements of HSPPS Part 1302.91 (e) (1-3).
8. 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. 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.
9. In accordance with HSPPS Part 1302.101, the Contractor 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.
10. The Contractor 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 Part 1302.91(a).
11. Employ a Center Director with demonstrated skills and abilities in a management capacity relevant to human services program management. Ensure that directors and owner/operators participate in the Miami Dade College/Miami-Dade County Teaching Academy by attending the four course sequence for Directors' and Advanced Director's Credential or an equivalent program.
12. In accordance with HSPPS Part 1302.91(c), each Contractor 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 Contractor 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.

13. 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).
14. 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 HSPSS Part 1302.90(d).
15. Comply with HSPSS 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. Where applicable, 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. Document classroom attendance in accordance with program policies and procedures.
4. Maintain attendance records as required by HSPSS Part 1302.12(k).
5. Serve a minimum of ten percent (10%) of the Contractor's enrollment for children who have disabilities and provide disability services in accordance with HSPSS Part 1302 Subpart F.
6. Provide services to groups of children in the Program, in a separate classroom, with adequate square footage ratios per child (35 square feet per EHS child exclusive of hallways, bathrooms, and office space), in accordance with HSPSS Part 1302.21(d).
7. Adequate playground square footage shall be 75 square feet per child. Contractor shall ensure the square footage requirement is adequate for the number of children served.
8. Provide services to children enrolled in the Program in a classroom with adequate square footage ratios per child (35 square feet per EHS child exclusive of hallways, bathrooms and office space): The maximum number of children allowed in a classroom is eight. Adequate playground square footage should be 75 square feet per child. Contractor early childhood agencies shall ensure the square footage requirement is adequate for the number of children served.
9. In accordance with HSPSS 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. For Early Head Start services (ages 0 – 3), the maximum number of children allowed in a classroom is 8.
10. Operate the Early Head Start Expansion and Child Care Partnership centers for a minimum of 10 hours per day. Early Head Start centers shall operate Monday – Friday, from 8:00 a.m. to 6:00 p.m. or 7:30 a.m. to 5:30 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 Contractor shall send a notice to the parents advising them that the service is not part of the Early Head Start Expansion and Child Care Partnership Services. A copy of this letter must be submitted to the County.
11. Comply with Life Safety and Fire Prevention Codes to include State of Florida Standards for Safety.
12. Comply with HHS Regulations for transporting children on vehicles in accordance with the HSPSS Part 1302 Subpart G, if applicable.
13. Ensure that all staff have complete background checks in accordance with HSPSS 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 \$10.00 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. Where applicable, 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 Contractor shall ensure that all applicable developmental and health services documentation is incorporated into child's folder and provided to county staff to ensure it is 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 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 Creative Curriculum or, when applicable, the Montessori Approach 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 Early Head Start Expansion and Child Care Partnership, 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. Contractor 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 Early Head Start Expansion and Child Care Partnership curriculum enhancements, or research/ grant projects being implemented by the Contractor in the Early Head Start Expansion and Child Care Partnerships, , 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. 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

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. Early 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 Early 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. Ensure teaching staff engage with the County's 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.
14. Where applicable, 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.
15. 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.
16. Share with parents the policies for health emergencies that require rapid response on the part of staff or immediate medical attention. Assist the County's staff in completing and implementing Individual Health Plans (IHP) for enrolled children with special health care needs that may require emergency treatment during the day.
17. 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.
18. 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.)
19. Use Program funds for the provision of diapers and formula for enrolled children during the Program day.
20. 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.
21. 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.

22. 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.
23. Ensure that all facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating:
- Meet licensing requirements in accordance with HSPPS Part 1302.21(d);
 - Are clean and free from pests;
 - Are free from pollutants, hazards, and toxins that are accessible to children and could endanger children's safety;
 - 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;
 - Are well lit, including emergency lighting.
 - 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.
 - Are free from firearms or other weapons that could endanger children.
 - Designed to separate toileting and diapering areas from areas for preparing food, cooking, eating, or children's activities.
 - Kept safe through an ongoing system of preventative maintenance.
 - Hold documented annual fire inspection reports and a Life Safety Operating Permit for each facility rendering Early Head Start Expansion and Child Care Partnership Services.
 - Provide the County with the most recent inspection and permit at the time of Agreement.
 - Comply with the State of Florida and/or any municipality mandate to have a service site Health Inspection Certificate.
 - Keep on file the most recent inspection and furnish the County with a copy at the time of Agreement
24. 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:
- Be clean and safe for children's use and are appropriately disinfected;
 - Be accessible only to children for whom they are age appropriate;
 - Be designed to allow appropriate supervision of children at all times;
 - Allow for the separation of infants and toddlers from preschoolers during play in center-based programs; and,
 - Be kept safe through an ongoing system of preventative maintenance.
25. 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:
- The prevention and control of infectious diseases;
 - Prevention of sudden infant death syndrome and use of safe sleeping practices;
 - Administration of medication, consistent with standards for parental consent;
 - Prevention and response to emergencies due to food and allergic reactions;
 - Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic;
 - Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment;
 - Emergency preparedness and response planning for emergencies;
 - Handling and storage of hazardous materials and the appropriate disposal of bio contaminants;

- aa. Appropriate precautions in transporting children, as applicable;
 - bb. First aid and cardiopulmonary resuscitation; and,
 - cc. Recognition and reporting of child abuse and neglect, in accordance with the requirement of local policies and procedures.
26. 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.
27. Ensure all staff and consultants follow appropriate practices to keep children safe during all activities, including, at a minimum:
- dd. Reporting of suspected or known child abuse and neglect, including that staff comply with applicable federal, state, local, and tribal laws;
 - ee. 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;
 - ff. Appropriate indoor and outdoor supervision of children at all times, employing active supervision practices throughout the day;
 - gg. Only releasing children to an authorized adult;
 - hh. All standards of conduct described in HSPPS Part 1302.90(c).
28. Ensure all staff systematically and routinely implement hygiene practices that at a minimum ensure:
- ii. 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;
 - jj. Safe food preparation;
 - kk. Exposure to blood and body fluids are handled consistent with standards of the Occupational Safety Health Administration (OSHA).
29. Establish, follow, and practice, as appropriate, procedures for, at a minimum:
- ll. Emergencies;
 - mm. Fire prevention and response;
 - nn. 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;
 - oo. Handling, storage, administration, and record of administration of medication;
 - pp. Maintaining procedures and systems to ensure children are only released to an authorized adult.
30. 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.
31. 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.
32. 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 are provided to the appropriate County staff immediately upon receipt from the family (daily).
33. 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.

34. The provision of nutrition services by a Contractor 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.
35. 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.
36. 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.
37. The Contractor 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 Contractor 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.
38. Contractors must provide sufficient time for children to eat, not use food as reward or punishment, and not force children to finish their food.
39. Each enrolled Infant at the Contractor 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 Contractor.
40. 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;
41. In case of an emergency due to natural disaster, health epidemic/pandemic or other causes, the Contractor 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 Contractor must have provisions in their contract with a food vendor/caterer to be able to accommodate this need.
42. Provide appropriate healthy snacks and meals to each child during group socialization activities in the home-based option.
43. 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. Contractor 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.
44. 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.
45. 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.

46. In an effort to promote the school readiness of low-income children by enhancing their cognitive, social, and emotional development, Contractors 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:
47. 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.
48. Ensure center staff participate in meetings held by the County's 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.

ARTICLE 6 FAMILY AND COMMUNITY ENGAGEMENT PROGRAM SERVICES

1. Where applicable, abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart E, as may be amended.
2. Support the provision of Family 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. Develop strong relationships with parents, structure services which encourage trust and respectful, ongoing two-way communication between staff and parents.
4. Create and maintain a welcoming environment incorporating each family's unique cultural, ethnic, and linguistic backgrounds.
5. Support families engagement in 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.)
6. Support County staff in promoting and hosting monthly family engagement activities, workshops, and trainings.

Parent activities to promote child learning and development

7. Encourage parents' involvement in: providing input into daily lesson plans, serving on the School Readiness Committee, and attending and participating in curricula revision meetings.
8. 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.
9. Assist families with accessing the county issued online 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.

Family partnership services

10. 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.

Community partnerships

11. In collaboration with County Staff, engage with agencies and organizations that provide responsive services to the needs of the children and families enrolled in the Program.
12. 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 7 TRANSITION SERVICES

1. Where applicable, abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart G, as may be amended.
2. Support transition services for families in coordination with the County's Early Head Start Expansion and Child Care Partnership, 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. Ensure center staff attend the Individual Transition Planning Meetings six months prior to the child's 3rd birthday or upon enrollment, if the child enrolls less than six months prior to his/her 3rd 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 Pre-K or 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 Pre-K/HS daily schedule.
6. The Pre-K/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 Pre-K/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. Pre-K/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

Parent Orientations

10. Support the County's staff in scheduling 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.
11. Publicize the Parent Orientation using flyers, notices, posters, parent greeters, etc. with the expected attendees.

ARTICLE 8 CHILD RECORDS

Delegate Agencies must:

1. Where applicable, 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 Contractor'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 Contractor.
10. Transfer the Contractor'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 Contractor 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 9 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 (1st) of each month. The monthly report shall include, but not limited to, the following information:

- 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);
- Child Care Food Program Claims Reimbursement; and
- Documentation of Sensory, Developmental and Behavioral Screening (Child Plus)

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 Contractor fiscal expenditures. If after receipt of this Closeout Report, the County determines that the Contractor has been paid funds not in accordance with the Contract, and to which it is not entitled, the Contractor shall return such funds to the County within 60 days. The County shall have the sole discretion in determining if the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must immediately report to the County, in writing, the following, as stipulated in HSPPS Part 1302.102(d) and the Miami-Dade County Early Head Start Expansion and Child Care Partnership Policies and Procedures:

Any significant incidents affecting the health and safety of program children or families; circumstances affecting the financial viability of the Contractor; 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.

Contractor 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 Contractor and all its employees. The Contractor 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 Contractor 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 Contractor.

4. Periodic Reports

- a. Listing of compliance issues or areas of concern identified by the County with a detailed corrective action plan
- b. Child Care Food Program Administrative Review

c. Child Care Food Program Close-Out Report

5. Audit Requirements

The Contractor shall comply with the following audit requirements, as applicable:

- a. Audit Required. All non-Federal entities that expend \$750,000 or more in a year in Federal Awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB super - circular No. A-133 Revised.
- b. Exemption when Federal Awards Expended is less than \$750,000. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted OMB super Circular A-133 Revised, Subpart B, Section 215(a), as may be amended, but records must be available for review or audit by appropriate officials of the Federal Partner Agency, pass-through entity, and General Accounting Office (GAO).
- c. The Contractor shall submit annually to the County a complete copy of their annual, Agency-wide audit reports' performed by an independent auditor covering each of the fiscal years for which Head Start funds were awarded. Audits of government entities, non-profit organizations, non-government entities, hospitals and institutions of higher learning shall comply with OMB super Circular A-133.

ARTICLE 10 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 Contractor shall submit to the County a Certificate of Status in the name of the Contractor, prior to contract execution, which certifies the following: Contractor 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. IRS Documentation

The Contractor shall submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter, if applicable; (b) the most recent I.R.S. Form 990; (c) the annual submission of I.R.S. Form 990 within 6 months after the Contractor'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 11 FORMAL STRUCTURE

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1301 Program Governance, as may be amended.
2. Support County Staff in establishing a parent committee comprised of parents currently enrolled for each center early in the Program Year.

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

Delegate: Child Care Partner Sample

Budget Period:	August 1st , 2024 -July 31st , 2025		EARLY 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						
1a. Child Health And Development Personnel						
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						
2a. Family And Community Partnership Personnel						
10. Program Managers and Content Area Experts						
11. Other Family and Community Partnership						
3a. Program Design And Management Personnel						
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						
4a. Other Personnel						
19. Maintenance Personnel						
20. Transportation Personnel						
21. Other Personnel (PT)						
FULL-TIME TOTAL						
Total Positions [Insert Total Allocated FTE]			TOTAL FTEs/SALARIES			
b. FRINGE BENEFIT						
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 %]	-	%			
TOTAL FRINGE BENEFIT						
Total Personnel Salary and Fringes						
ADMINISTRATIVE EXPENSES:						Cost
c. TRAVEL – OUT-OF-TOWN						
Travel Out-of-town						

Subtotal Travel						
d. EQUIPMENT						
Office Equipment		-	%			
Classroom/Outdoor/Home Based/FCC		-	%			
Vehicle Purchase		-	%			
Other Equipment		-	%			
Subtotal equipment						
e. SUPPLIES						
Office Supplies		-	%			
Child and Family Services supplies		-	%			
Food Services supplies		-	%			
Other Supplies (Various)		-	%			
Subtotal supplies						
f. CONTRACTUAL						
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. Contractor Costs		-	%			
8f. Other Contracts		-	%			
Subtotal contractual						
g. CONSTRUCTION						
New Construction		-	%			
Major Renovation		-	%			
Acquisition of Buildings/Modular Units		-	%			
Subtotal construction						
h. OTHER						
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)		-	%			
Subtotal Other						
i. Total direct Charges (sum of a thru h)						
j. Total Indirect Charges						
k. Totals (sum of i thru j)						
TOTAL EXPENSES:						

NON-FEDERAL SHARE (NFS) BUDGET APPLICATION FORM

Delegate: Child Care Partner Sample

Budget Period:	August 1 st , 2021 - July 31 st , 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						
1a. Child Health And Development Personnel						
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						
2a. Family And Community Partnership Personnel						
10. Program Managers and Content Area Experts						
11. Other Family and Community Partnership						
3a. Program Design And Management Personnel						
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						
4a. Other Personnel						
19. Maintenance Personnel						
20. Transportation Personnel						
21. Other Personnel (PT)						
FULL-TIME TOTAL						
Total Positions [Insert Total Allocated FTE]				TOTAL FTEs/SALARIES		
b. FRINGE BENEFIT						
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 %]	-	%			
TOTAL FRINGE BENEFIT						
Total Personnel Salary and Fringes						
ADMINISTRATIVE EXPENSES:					Cost	
c. TRAVEL – OUT-OF-TOWN						
Travel Out-of-town						
Subtotal Travel						

d. EQUIPMENT						
Office Equipment		-	%			
Classroom/Outdoor/Home Based/FCC		-	%			
Vehicle Purchase		-	%			
Other Equipment		-	%			
Subtotal equipment						
e. SUPPLIES						
Office Supplies		-	%			
Child and Family Services supplies		-	%			
Food Services supplies		-	%			
Other Supplies (Various)		-	%			
Subtotal supplies						
f. CONTRACTUAL						
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. Contractor Costs		-	%			
8f. Other Contracts		-	%			
Subtotal contractual						
g. CONSTRUCTION						
New Construction		-	%			
Major Renovation		-	%			
Acquisition of Buildings/Modular Units		-	%			
Subtotal construction						
h. OTHER						
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)		-	%			
Subtotal Other						
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: Child Care Partner Sample**

Budget Period:	August 1st, 2021 -July 31st, 2022	HEAD START			
Term in Months:	12 months of Services				
a.SALARIES: ADMINISTRATIVE/PROGRAM STAFF		%	FS	NFS	Total FS + NFS
List Full Time Positions					
1a. Child Health And Development Personnel					
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					
2a. Family And Community Partnership Personnel					
10. Program Managers and Content Area Experts					
11. Other Family and Community Partnership					
3a. Program Design And Management Personnel					
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					
4a. Other Personnel					
19. Maintenance Personnel					
20. Transportation Personnel					
21. Other Personnel (PT)					
FULL-TIME TOTAL					
Total Positions	[Insert Total Allocated FTE]				
b. FRINGE BENEFIT					
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 %]				
TOTAL FRINGE BENEFIT					
Total Personnel Salary and Fringes					
ADMINISTRATIVE EXPENSES:					Cost
c. TRAVEL – OUT-OF-TOWN					
Travel Out-of-town					
Subtotal Travel					
d. EQUIPMENT					
Office Equipment					
Classroom/Outdoor/Home Based/FCC					
Vehicle Purchase					
Other Equipment					

Subtotal equipment					
e. SUPPLIES					
Office Supplies					
Child and Family Services supplies					
Food Services supplies					
Other Supplies (Various)					
Subtotal supplies					
f. CONTRACTUAL					
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. Contractor Costs					
8f. Other Contracts					
Subtotal contractual					
g. CONSTRUCTION					
New Construction					
Major Renovation					
Acquisition of Buildings/Modular Units					
Subtotal construction					
h. OTHER					
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)					
Subtotal Other					
i. Total direct Charges (sum of a thru h)					
j. Total Indirect Charges					
k. Totals (sum of i thru j)					
TOTAL EXPENSES:					
				Adm Limitation:	