

## MEMORANDUM

July 2, 2026

**TO:** The Honorable Chair and Members of The School Board of Miami-Dade County, Florida

**FROM:** Dr. Jose L. Dotres, Superintendent of Schools 

**SUBJECT:** **SUPPLEMENTAL INFORMATION FOR BOARD ITEM E-201 FOR THE JULY 22, 2026, SCHOOL BOARD MEETING – REQUEST AUTHORIZATION TO ACCEPT GRANT AWARDS/DONATIONS FROM MULTIPLE FUNDING SOURCES AND ENTER INTO CONTRACTUAL SERVICE AGREEMENTS WITH THE AGENCIES PRESCRIBED IN THE GRANT**

The link below provides access to the Head Start/Early Head Start Program Services Interlocal Grant Agreement (2026-2031) as support information for Board Item E-201, *Request Authorization to Accept Grant Awards/Donations from Multiple Funding Sources and Enter into Contractual Service Agreements with the Agencies Prescribed in the Grant*, for the School Board meeting of July 22, 2026. The Interlocal Grant Agreement will be routed for full execution following the July School Board meeting.

[Head Start/Early Head Start Program Services Interlocal Agreement 2026-2031](#)

If you have any questions or need additional information, please contact Ms. Lourdes Diaz, Chief Academic Officer, Office of Academics and Transformation, at 305 995-1451.

JLD:Imm  
M0012

cc: General Counsel  
Chief Auditor  
Superintendent's Cabinet  
Dr. Alexander Santoyo  
Ms. Lynn M. Maceyra  
Ms. Patricia O. Ortega  
School Board Agenda Office

Head Start Program Services  
Interlocal Grant Agreement  
Contract No. D-10669q

THIS AGREEMENT for the provision of Head Start/Early Head Start Program Services, and is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, an instrumentality of the State of Florida, having its principal office at 1450 NE 2<sup>nd</sup> Ave, Suite 912, Miami, FL, 33132 ("School Board" or "School Board"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

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

WHEREAS, the County received a notice of award for its HS Program for a five-year grant cycle, running from August 1, 2026 to July 31, 2031; and

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

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

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

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

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

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

**ARTICLE 1. DEFINITIONS**

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

- a) The word "Act" to mean the Head Start Act, Sec. 635 et seq. Pub. L. 97-35, 95 Stat. 499-511 (codified as amended at 42 U.S.C. Section 9801, et seq.)
- b) The words "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).
- c) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- d) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services (Appendix A), (iii) Budget Forms (Appendix B), (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto..
- e) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- f) The word "Days" to mean calendar days.

- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the School Board to the Program Manager for review and approval pursuant to the terms of this Agreement.
- h) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the School Board and its Subcontractors specifically for the County.
- i) The words "Head Start Program and Performance Standards (HSPPS)" to mean 45 CFR Chapter XIII, which became effective August 21, 2024, as may be amended.
- j) The words "Home-Based program option" to mean Head Start/Early Head Start comprehensive services provided, in partnership with parents, through home visits and group socialization activities, by a home visitor, to each enrolled child or family.
- k) The word "Program" to mean the Head Start and/or Early Head Start Program.
- l) The words "Program Manager" to mean the County Mayor or the duly authorized representative designated to manage the Program.
- m) The words "Program Year" or "School Year" to mean the start and end of the Head Start/Early Head Start grant year, August 1 to July 31.
- n) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the School Board.
- o) The words "Service" or "Services" or "Work" to mean the provision of Head Start or Early Head Start Program Services in accordance with the Scope of Services.
- p) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the School Board, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the School Board and whether or not in privity of Contract with the School Board.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these Articles, 2) Scope of Services (Appendix A), 3) Budget Forms (Appendix B), and 4) all other appendices and attachments hereto.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The 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.
- e) 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.

- f) 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.
- (g) For purposes of this Agreement, electronic signatures shall be deemed as originals.

#### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The School Board shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The School Board acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the School Board shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The School Board shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Program Manager.
- e) Subject to, and in accordance with federal, state, and local laws and regulations, the School Board expressly understands and acknowledges that the County, as grantee for the Head Start/Early Head Start Program, shall make all policy decisions regarding the Program and this Agreement.
- f) The School Board shall, in an expeditious and fiscally sound manner, implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The School Board agrees to timely provide the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
- g) The School Board reserves the right not to implement policies and procedures that contradict federal or state law. The School Board may follow and implement School Board Policy only to the extent such policy is not inconsistent with or more lenient than federal or state or local law or regulations.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on August 1, 2026, and shall continue through July 31, 2027. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract with the School Board for four, one-year periods, through July 31, 2031, subject to receipt of grant funds from DHHS and any necessary approvals by the Miami-Dade County Board of County Commissioners ("BCC") and/or the DHHS and the School Board.

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) courier service personally; (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 Services Department  
Attention: Head Start Program Director  
701 NW 1<sup>st</sup> Court, OTV 9-104  
Phone: (786) 469-4633  
E-mail: [maria.riestra@miamidade.gov](mailto:maria.riestra@miamidade.gov)

and

- b) to the Contract Manager:

Miami-Dade County  
Strategic Procurement Department  
Attention: Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
Email: [cpo@miamidade.gov](mailto:cpo@miamidade.gov)

**(2) To the School Board**

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

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

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

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

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

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

The School Board is approved to serve 1655 Head Start and 160 Early Head Start slots as indicated in the Budget Forms (Appendix B).

The County reserves the right, in its sole discretion, to adjust the Services provided, including the number of slots serviced by the School Board, to ensure that the County goals and Program needs are met. The County further reserves the right to adjust the level of funding and corresponding number of slots available listed herein, as may be necessary, to accommodate any Program changes. Prior to implementing any Program changes or reducing the number of slots, the County and the School Board shall discuss any proposed adjustment or reduction, and the County will, as a first option, consider reallocating the slots among the School Board's Program sites. If the County adjusts the number of slots for the Program Year, the School Board shall submit a revised budget for County approval. The County may also require a revised budget at any time to account for enrollment/registration confirmation, including but not limited to the number of 3-year old and 4-year old Program participants. At any time, the School Board shall not transfer or relocate students or slots to any of their other existing facilities without the prior written approval of the Program Director and the Head Start/Early Head Start Policy Council.

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

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

The County has established a maximum per child cost per Program Year of \$8,957.50 for HS, \$16,380 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 School Board provides Services at a County facilitated site, \$400 shall be deducted from the standard per slot cost. The 15 portables leased to the School Board shall not be deemed "a County facilitated site" for purposes of this agreement, consequently the \$400 deduction shall not apply. To determine the proposed per child cost, the County will use the budget proposed divided by the number of children proposed to serve. Notwithstanding the School Board's proposed Budget, the County reserves the right to negotiate final terms and conditions (i.e., number of slots, cost per child, etc.).

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

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

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

The School Board must submit proof to the County of the required twenty-five percent (25%) of the non-federal resources monthly with its invoices. If the School Board fails to provide proof of non-federal resources, the County may reduce the monthly reimbursement.

accordance with the shortage. The School Board may recapture funds that were deducted because of a shortage in the non-federal resources requirements at the end of the Agreement by providing the requisite documentation/proof in the Closeout report as listed in the Scope of Services (Appendix A).

**Travel:** With respect to travel costs and travel-related expenses, the School Board agrees to adhere to Section 112.061 of the Florida Statutes, and 2 CFR 200.474, as it pertains to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

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

## **ARTICLE 8. METHOD AND TIMES OF PAYMENT**

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

### **Reimbursements:**

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

Payment requests shall be automated and accompanied by the reimbursement package, including payroll taxes, insurance, and any backup documentation to support reimbursement, copies of cancelled checks, payroll registers, and any other such documentation requested by the County. Requests for reimbursement shall be based on a line-item budget and taken from the books of account kept by the School Board, and shall be supported by copies of payroll registers, payroll distribution, receipt bills or other documents reasonably required by the County, and shall clearly show the County's contract number and shall have a unique invoice number assigned by the School Board.

In accordance with section 218.74, Florida Statutes, and section 2-8.1.4 of the Code of Miami-Dade County ("Code"), the time at which payment shall be due from the County shall be forty-five (45) calendar days from receipt of a proper invoice. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

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

### **Monthly Advance Requests:**

Within 30 business days of execution of this Agreement, the School Board may request to be enrolled to receive monthly advance payments. The request should include the amount requested and the justification(s) for that amount. All monthly advance payment requests will be due to the County seven (7) business days prior to the beginning of the month for which the School Board shall provide Services. Upon receipt of the request by the County, and the County's approval, the School Board's monthly request for reimbursement for the service month for which a monthly advance payment was received by the School Board will be processed. No advance request will be processed without the receipt of the prior month's reimbursement request.

**Monthly Advance Payment:** The County limits the monthly advance payment to the equivalent of the School Board's approved annual budget divided by the total school days in the Program Year, which is then multiplied by the number of school days in the month for which an advance payment is requested. The County shall apply the amount of the advance payment toward the amount due to the School

Board and remit the net difference to the School Board. The County's plan is to permit no monthly advance payment to be provided to the School Board in the final month of the Program Year. Prior to the disbursement of any funds, the School Board must submit to the County a completed authorized signature form, denoting the names and signatures of all persons authorized to sign monthly advances, checks and contracts. 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 School Board agrees to furnish the County a detailed computerized monthly line-item budget summary which shall be segregated by all Program and Administrative costs; current month's expenses; year-to-date expenses and available balance; and a statement for the previous month detailing the expenditures and match made by the School Board as required herein.

1. Each computerized package must include copies of paid payroll taxes, insurance, and backup documentation to support reimbursement requests, or additional requests made by the County, and copies of cancelled checks from the previous month, and documentation supporting the reported non-federal fund match.
2. All computerized reimbursements packages shall be submitted within thirty (30) working days after the end of the month.
3. Reimbursement of credit card purchases requires proof of a full statement of the credit card which reimbursement is requested has a zero balance.
4. Reimbursement for a lump sum payment of accrued leave will be disallowed. The County Fiscal Unit reserves the right to review invoices to support all payments.
5. None of the funds provided by the County shall be used to pay the compensation of an individual, either as a direct cost or any prorated as an indirect costs at a rate in excess of Executive Level II. Consolidated Appropriations Act 2021, Public Law 116-260, signed into Law December 22, 2020, restricts the amount of direct salary which may be paid to an individual under an DHHS grant(s), cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. The rate for any HS or EHS employee cannot exceed the most current Federal Executive Level II of the Federal Executive Pay Scale. Compensation includes salary, bonuses, periodic payments, severance pay, the value of any vacation time, and the value of any compensatory or paid leave benefit.
6. The County will not approve payments for volunteer services provided to the School Board in support of the services detailed in this Contract.
7. The School Board further agrees to maintain originals of cancelled checks, invoices, receipts, and other evidence of indebtedness as a proof of expenditure. When original documents cannot be produced, the School Board must adequately justify their absence in writing and furnish copies as proof of expenditure. Notwithstanding and subject to any Public Records retention schedule, these documents shall be maintained by the School Board for a period of no less than five (5) years and shall be made available for County staff inspection at any time.
8. The School Board must get prior written approval for the purchase of equipment and other capital expenditures as described in 2 C.F.R. § 200.439. Prior written approval must also be obtained under 2 C.F.R. § 200.439(b)(2-3) and 45 C.F.R. Part 1303 to use HS grant funds for the initial or ongoing purchase, construction, and major renovation of facilities. No HS grant funds may be used toward the payment of one-time expenses, principal, and interest for the acquisition, construction, or major renovation of a facility without prior written approval of the Administration for Children and Families.

#### Additional Requirements/Specific Reimbursement Requests

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

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the



Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County  
Community Action and Human Services Department  
Head Start Program  
701 NW 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 9. MONITORING**

Pursuant to HSPPS Part 1302.101 and 1302.102(b):

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

a) Pursuant to the Act, 42 U.S.C. § 9836a, as may be amended, the School Board shall comply with the County's on-going monitoring policies and procedures, which include but may not be limited to quarterly monitoring, review sessions, and a minimum of one unannounced visit per Program Year, during which time the County shall be granted immediate access to monitor the site.

b) The County will inform the School Board of any findings identified through the monitoring of School Board operations. The School Board shall present any deficiencies to its governing body. The County may submit the findings to the School Board's governing body as well. In the event findings are identified, the County will assist the School Board with developing plans, including timetables, for addressing identified problems in accordance with the Act, 42 U.S.C. § 9836a, as may be amended, and applicable regulations.

c) When a substantial error or misrepresentation of fiscal expenditures has been made by the School Board, which results in an overpayment of funds under this Agreement to such School Board, the School Board shall reimburse the County within thirty (30) days of notice.

## **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

For causes of action where section 768.28, Florida Statute applies, the School Board's duty to indemnify and hold harmless the County is subject to the sovereign immunity limitations and claims bill requirement contained in section 768.28, Florida Statutes. In all other actions, the School Board shall indemnify, defend and hold harmless without any monetary limitation, the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the School Board or its employees, agents, servants, partners, principals or Subcontractors. In addition, the School Board shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and, subject to the limitations set forth herein, if applicable, shall pay all costs, judgments, and attorney's fees which may issue thereon. The County acknowledges, understands and agrees that the School Board is self-insured and shall provide a self-insurance letter to the County prior to the Effective Date of this Agreement. The School Board expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the School Board shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Notwithstanding the foregoing, nothing contained herein shall be construed to require The School Board to defend or indemnify the County for causes of action or proceedings based on the negligent actions or acts of the County or of the County's officers or employees.

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

Upon County's notification, the School Board shall furnish to the Strategic Procurement Department, a self-insured or self-insurance letter for the following coverages:

1. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 aggregate. Policy must be endorsed to include Abuse and Child Molestation coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work set forth in the Scope of Services, in an amount not less than \$300,000 combined single limit. For Delegate Agencies using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.
4. Professional Liability Insurance in an amount not less than \$500,000 per claim.
5. Student Accident Insurance, Liability Insurance coverage in all locations set forth in the scope of services, with a minimum limit of \$2,000 per child.

**The Self-insured or Self-Insurance letter needs to be addressed and sent to:**

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

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

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

The School Board shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the School Board shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the School Board shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

The School Board shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the School Board in all aspects of the Work.

- a) The School Board always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The School Board agrees to adjust its personnel staffing levels or to replace any of its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position. At the request of the County, the School Board shall promptly remove from the Program any School Board employee, Subcontractor, or other person performing Work

hereunder if they put the health or safety of a child or co-worker at risk, violate the standards of conduct outlined in HSPPS 1302.90, are insubordinate, misuse or misappropriate funds, or whose continued employment or participation in the HS/EHS Program is similarly not in the best interest of the Program.

- b) The School Board agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any School Board's personnel performing Services hereunder at the behest of the County. Removal and replacement of any School Board's personnel as used in this Article shall not require the termination and/or demotion of such School Board's personnel.
- c) The School Board shall employ, maintain, and assign to the performance of the Work enough competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The School Board warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- d) The School Board shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- e) The School Board 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.
- f) The School Board shall ensure that each employee has and wears proper identification at all times Services are being provided (such as a School Board employment identification card).

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the School Board shall be, at all times, employees of the School Board under its sole direction and not employees or agents of the County.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 14. DISPUTE RESOLUTION PROCEDURE**

- a) The School Board and the County will seek to amicably resolve, in good faith, all questions of any nature arising out of, under, or in connection with, or in any way related to, or on account of, this Agreement. Should such questions arise, the Program Manager will consider all relevant documentation and elicit feedback and explanation(s) from the School Board's Program Supervisor. The Program Manager will determine in the first instance, all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to, or on account of, this Agreement including without limitations: questions as to the value, acceptability, and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses. The School Board shall be bound by all determinations made by the Program Manager and shall promptly comply with the directives of the Program Manager, including the withdrawal or modification of any previous directives. Where directives are given orally, they will be issued in writing by the Program Manager as soon thereafter as is practicable.
- b) In the event that the School Board and the Program Manager are unable to resolve their difference, the School Board may

initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- 1) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Program Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's or designee's purview as set forth above shall be conclusive, final and binding on the Parties. Said decisions shall be fair and impartial when exercised or taken. Any such dispute shall be brought, if at all, before the County Mayor or designee within ten (10) days of the occurrence, event, or act out of which the dispute arises.
  - 2) The County Mayor or designee may base their decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether School Board's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the School Board to the County Mayor or designee for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the School Board. Except as such remedies may be limited or waived elsewhere in the Agreement, School Board reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- c) This Article will survive the termination or expiration of this Agreement.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- 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) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the School Board, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the School Board fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the School Board.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The School Board shall establish and consistently implement a system of ongoing oversight that ensures effective implementation of this

Agreement, including ensuring child health/safety and in accordance with other local, state, and federal regulation and policy requirements.

## **ARTICLE 17.     AUDITS**

The School Board shall maintain complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. In addition to any obligation to retain records in accordance with the Public Records Law, Chapter 119, Florida Statutes, The School Board shall retain such records and all documents relevant to the Work for a period of three (3) years from the expiration of this Agreement and any extension thereof. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the School Board's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The School Board agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the School Board will grant access to the Commission Auditor 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. The School Board agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Pursuant 45 CFR 75.501, the School Board 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 School Board, or the same Federal School Board and the same pass-through entity, and that Federal School Board or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.
- Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

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

## **ARTICLE 18.     SUBSTITUTION OF PERSONNEL**

In the event the School Board 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 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

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

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

a) If the School Board causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the School Board; and the School Board will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the School Board. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the School Board.

b) The School Board, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the School Board not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the School Board will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Agreement.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the 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.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the School Board's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. School Board shall furnish to the County copies of all subcontracts between School Board and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the School Board in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

f) In no event shall County funds be advanced to any Subcontractor hereunder.

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

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

**ARTICLE 22. SEVERABILITY**

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

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the School Board commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), (ii) School Board attempts to meet its contractual obligations to the County through fraud, misrepresentation, or material misstatement; or (iii) the County demonstrates cost effectiveness.
- b) RESERVED.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, 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 and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) In the event that the County exercises its right to terminate this Agreement, the School Board shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop Work on the date specified in the notice (the "Effective Termination Date") 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 43 of the Contract pertaining to the transfer of public records to the County.
  - viii. Remove all references to Miami-Dade County Head Start/Early Head Start Program on it site(s), website, social media accounts, advertisements and promotional materials, to coincide with the effective date of such termination or expiration.
- e) In the event that the County exercises its right to terminate this Agreement, the School Board will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.
- g) In the event the County terminates this Agreement, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data purchased with HS/EHS funds.

#### **ARTICLE 24. EVENT OF DEFAULT**

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

- i. the School Board has not performed Services (including, but not limited to, meeting enrollment numbers, protecting the health and safety of students served, meeting the disability requirement, meeting the nutritional needs of children, etc.) in a manner deemed acceptable to the County;

- ii. the School Board has not delivered Deliverables and/or Services on a timely basis;
  - iii. the School Board has refused or failed to supply enough properly skilled staff personnel;
  - iv. the School Board has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the School Board's creditors, or the School Board has taken advantage of any insolvency statute or debtor/creditor law or if the School Board's affairs have been put in the hands of a receiver;
  - v. the School Board has failed to obtain the approval of the County where required by this Agreement or applicable HS regulations;
  - vi. the School Board has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the School Board has failed in the representation of any warranties stated herein;
  - viii. the School Board has failed to make prompt payment to Subcontractors or suppliers for any Services;
  - ix. the School Board has failed to comply with Public Records Law;
  - x. The County has determined the School Board's performance or nonperformance has resulted in a deficiency as defined pursuant to section 641A(c)(1)(A), (C), or (D) of the Act;
  - xi. the School Board fails to establish, utilize, and analyze children's progress on agency-established School Readiness goals;
  - xii. the School Board scores below minimum thresholds in the Classroom Assessment Scoring System: Pre-K (CLASS) domains or in the lowest 10 percent in any of the three domains of the agencies monitored in a given year unless the average score is equal to or above the standard of excellence;
  - xiii. the School Board has a revocation of a license to operate a center or program;
  - xiv. the Delegate has a suspension or termination from another state or federally funded program;
  - xv. the Delegate receives a debarment from receiving federal or state funds or disqualified from the Child and Adult Care Food Program; or
  - xvi. the Delegate has an audit finding of at risk for "a going concern."
- b) Adequate Assurances: When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the School Board's ability to perform the Work or any portion thereof, the County may request that the School Board, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the School Board's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the School Board for portions of the Work which the School Board has not performed. In the event that the School Board fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

## **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County shall notify the School Board (the "Default Notice"), specifying the basis for such default. The County shall, except for life and safety issues, allow the School Board fifteen (15) business days to rectify the default or, in the discretion of the County, to provide a plan to rectify the default and to the County's reasonable satisfaction. The County may grant an additional period of such duration as the County shall deem appropriate



without waiver of any of the County's rights hereunder, so long as the School Board has commenced curing such default and is effectuating a cure with diligence and continuity during the specified cure period. In the event a School Board fails to cure a default and the County suspends payment for the Program, the School Board may risk non-repayment of funds for its continued operation of the Program and shall cease using the County logo in connection with its Program.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

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

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The School Board shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The School Board warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) Subject to the limits of section 768.28, Florida Statutes, if applicable, the School Board shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the School Board at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County, subject to the limitations of section 768.28, Florida Statute, if applicable, and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the School Board shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the School Board's expense, the rights provided under this Agreement to use the item(s).
- e) The School Board shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The School Board shall enter into agreements with all suppliers and Subcontractors at the School Board'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 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the School Board or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the School Board or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the School Board nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the School Board expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their

officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

- b) The School Board shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the School Board agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the School Board shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the School Board or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the School Board shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

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

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

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

#### **ARTICLE 30. PROPRIETARY RIGHTS**

a) The School Board hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the School Board hereunder or furnished by the School Board to the County and/or created by the School Board for delivery to the County, even if unfinished or in process, as a result of the Services the School Board performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the School Board as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The School Board shall not, without the prior written consent of the County, use such documentation on any other project in which the School Board or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the School Board to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the County. Accordingly, neither the School Board nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the School Board, 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 School Board and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the School Board hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable

and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

### **a) Supplier/Vendor Registration**

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

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

The School Board confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

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

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a 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 obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, 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 Conflict of Interest and Code of Ethics Ordinance.

## **ARTICLE 32. INSPECTOR GENERAL REVIEWS**

The School Board understands that it may be subject to an audit, random or otherwise, by the County Auditor, the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

### **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 School Board 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 School Board'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 School Board, 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 School Board in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the School Board 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. As a federal government-funded grant, 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 School Board, 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 School Board from the Inspector General or IPSIG retained by the Inspector General, the School Board 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 School Board'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 from and with successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

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

- a) Miami-Dade County Small Business Enterprises Development Participation Provisions. The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- b) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- c) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

- g) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) 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).
- j) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- p) 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".

Pursuant to Resolution No. [R-1072-17](#), by entering into this Contract, the School Board is certifying that the School Board is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above, as may be applicable.

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

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 School Board is subject, including but not limited to laws and regulations requiring that School Board conduct its operations in a safe and sound manner.

#### **ARTICLE 34. NONDISCRIMINATION**

School Board acknowledges that federal funds cannot be used for programs that discriminate based on protected characteristics. Accordingly, during the performance of this Contract, School Board agrees to comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

**ARTICLE 35. CONFLICT OF INTEREST**

The School Board represents that:

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

**ARTICLE 36. PROGRAM VISITS/COMMUNICATIONS/MARKETING****Communications or Program visits by State, Federal, or other Public Officials**

School 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 School Board that relates to the Head Start/Early Head Start Program funded by the County. If the visit is related to the Head Start/Early Head Start Program funded by the County, a CSD representative must be invited to said visit.

**Marketing and Publicity**

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

School Board shall display the official Miami Dade County Logo on the home page of its website (if Provider maintains a website) and link it to the Miami Dade County Head Start / Early Head Start website ([www.miamidade.gov/headstart](http://www.miamidade.gov/headstart)); or, if the Delegate maintains another page on its website that displays the names and logos of its funding partners, School Board shall include the official Miami Dade County logo on that page and link it to the Miami Dade County Head Start/Early Head Start website

([www.miamidade.gov/headstart](http://www.miamidade.gov/headstart)). If the funded delegate is part of a larger entity, such as a university, the logo may be placed on the web page dedicated to that program on the Delegate's website. School Board shall in addition include the following paragraph, along with the logo, on the web page dedicated to the program funded by this Contract, or elsewhere on its website (in English/Spanish or English/Haitian Creole or all three languages, depending upon population served):

English:

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

Español:

Los servicios de Head Start y Early Head Start proporcionados por la Junta Escolar son subvencionados por los Programas Head Start y Early Head Start del Departamento de Servicios Humanos (CSD, por sus siglas en inglés) del Condado de Miami-Dade.

Kreyol:

Se Pwogram Head Start Early Head Start Konte Miami-Dade CSD ki finanse Konsèy Eskolè Sèvis Head Start/Early Head Start yo.

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

1. COMMUNICATION WITH MEDIA/NEWS OUTLETS

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

2. VIDEO

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

3. SOCIAL MEDIA

If School Board, 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 CSD Head Start/Early Head Start Program, and tag Miami Dade County's CSD @CommunityServicesDepartment profile on those social media networks. If Miami Dade County CSD does not have a profile on a particular social media network, the post should link back to [www.miamidade.gov/headstart](http://www.miamidade.gov/headstart).
- b) State it is funded by Miami-Dade County CSD Head Start/Early Head Start on all of its social media networks' "About" sections.
- c) Tag and/or mention Miami Dade County CSD 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 @CommunityServicesDepartment page under "Liked by This Page" on its Facebook page (if the Delegate maintains a Facebook page).
- e) Follow the Miami Dade County CSD's Twitter account (if Delegate Agency maintains a Twitter account).

4. PRINTED MATERIALS

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

**Press Release and Other Communications**

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

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

Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

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

#### **ARTICLE 37. BANKRUPTCY**

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

#### **ARTICLE 38. GOVERNING LAW**

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

#### **ARTICLE 39. LIENS**

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

#### **ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Program is situated, no member of the governing body in which the Program was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Program, 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 41. FORCE MAJEURE**

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic (other than coronavirus-2019), adverse governmental conditions or conduct of third parties.

Neither the County nor the School Board shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Program Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.



**ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The School Board shall comply with the Public Records Laws, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the School Board upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. 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.

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

**ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

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

The School Board shall protect the privacy and provide for the security of PHI, including, but not limited to electronic PHI, disclosed to the School Board, in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), regulations promulgated thereunder, and other applicable laws. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

The Parties to the Underlying Agreement are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information under HIPAA, the HIPAA Regulations, and the HITECH Act.

1. Definitions. Terms used, but not otherwise defined in this section shall have the same meaning as those terms found in HIPAA and the HIPAA Regulations.

a. "Protected Health Information" or "PHI" means any information, whether transmitted or maintained in any form or medium: (i) that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].

b. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].

c. "Electronic Media" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103.

d. "Security Incident" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.304.

e. "Subcontractor" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but limited to, 45 CFR § 160.103.

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

## 2. Obligations of School Board.

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

## ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the School Board and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The School Board affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the School Board; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If the County has a good faith belief that School Board has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the School Board agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), Florida Statutes, but School Board has otherwise complied with its requirements under those statutes, then School Board agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, School Board, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

#### **ARTICLE 45. BACKGROUND SCREENING**

1. School Board shall abide by all background screening and employment requirements of the Head Start/Early Head Start Program, including but not limited to HSPPS, Part 1302.90 and 42 U.S.C. 9843a, requiring interviews and verification of references of individuals seeking employment with the Program; and

2. School Board shall ensure that employees, subcontracted personnel and volunteers who work with vulnerable persons, including children, satisfactorily complete and pass Level 2 background screening and local law enforcement screening before working with vulnerable persons, including children. School Board 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 School Board 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 School Board's Contract may be subject to termination and revocation of funding at the sole discretion of the County.

3. An Affidavit of Good Moral Character shall be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.

4. All employee personnel files shall reflect the initiation and completion of the required background screening checks.

5. Upon execution of a contract, the School Board shall furnish the Head Start Program with proof that background screening Level 2 was completed. If the School Board fails to furnish to the HS Program Director proof that background screening Level 2 was completed and Level 2 was not initiated prior to working directly with client youths, the County shall not disburse any further funds and the contract may be subject to termination at the discretion of the County.

6. School Board shall retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the last date that all applicable terms of the contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity.

#### **ARTICLE 46. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138,

F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Attachment A - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

**ARTICLE 47. RESERVED.**

**ARTICLE 48. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the School Board is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the School Board providing an affidavit that it does not use coercion for labor or services. This attestation by the School Board shall be in the form attached to the Solicitation as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the School Board and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the School Board submits a false Affidavit pursuant to Section 787.06, F.S., or the School Board violates Section 787.06, F.S., during the term of this Contract, even if the School Board was not in violation at the time it submitted its Affidavit.

**ARTICLE 49. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the 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.

**ARTICLE 50. TOTALITY OF AGREEMENT**

This Agreement and Appendices, contain all the terms and conditions agreed upon by the parties:

Appendix A: Scope of Services

Appendix B: Budget Forms

Appendix C: Lease Agreement for Modular Units

Attachment A: Contracting With Entities of Foreign Countries of Concern Prohibited

Affidavit Attachment B: Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

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

Name: Jose L. Dortres  
\_\_\_\_\_

Title: Superintendent of Schools  
\_\_\_\_\_

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

Recommended: \_\_\_\_\_

Name: Michael A. Lewis, Deputy  
Superintendent

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:

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

Approved as to form  
and legal sufficiency

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

**APPENDIX A – SCOPE OF SERVICES*****(Revised, Effective August 01, 2026)*****The School Board shall provide the following tasks and services and agrees to comply with the following requirements:****1 GENERAL REQUIRED SERVICES**

1. Operate a Head Start Program (Program), to include Head Start (HS) and/or Early Head Start (EHS) services, as applicable, that focuses on the delivery of comprehensive early childhood care and education services for pregnant women, infants and toddlers (birth – three year old) and/or pre-school aged children (three - 5 year old) of low income families.
2. Administer the Program in compliance with all applicable federal, state, and local laws, regulations, rules and guidance, including, but not limited to the Head Start Act (the Act), 42 U.S.C. Section 9831, et seq.; the Head Start Program Performance Standards (HSPPS); notices and instructions as promulgated by the U.S. Department of Health and Human Services (DHHS) Administration for Children and Families (ACF); Code of Federal Regulations (CFR), Title 45 Parts 1301, 1302, 1303, 1304, 1305, as may be amended; Title 41 U.S.C Section 4712; Florida Statutes (Section 402.301-402; Section 435-452; Section 120.60); Florida Administrative Code (Chapter 65C-22; Chapter 64E-11).
3. Operate the Program in full compliance with all applicable federal requirements, including any changes in law, regulation, or official guidance issued during the grant period, as a condition of continued funding and participation in the Program. Failure to comply with newly applicable federal requirements may result in corrective action, default, withholding of payments, and termination of this agreement.
4. Abide by the Miami-Dade County Head Start Program Policies and Procedures, found through Microsoft Teams and/or ChildPlus as may be amended, which are incorporated herein by reference.
5. The approved Program services shall provide a minimum of six hours and 50 minutes of direct instructional child contact, per day, for 180 days, in accordance with the Miami-Dade Community Services Department (CSD) Head Start schedule, which is subject to change. The approved Early Head Start Program services shall provide a minimum of nine (9) hours of direct instructional child contact, per day, for a minimum of 46 weeks, approximately 215 days, in accordance with the CSD Early Head Start schedule, which is subject to change. Holidays and teacher workdays will be observed following the Miami-Dade County CSD Head Start/Early Head Start schedule. Any variation from this schedule must receive prior written approval from the Program Manager. Delegate agencies requesting to serve children for less than the stipulated hours may receive an adjusted cost per child.
6. Establish a Quality Assurance (QA) Program which ensures School Board 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 Update Community Assessment can be requested from Community Services Department.
8. Ensure that the majority of the School Board's funded slots are occupied by children within the targeted geographic area being serviced.

**2 HUMAN RESOURCE MANAGEMENT**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart I: Human Resources, as may be amended.
2. Maintain and update the School Board's personnel policies and procedures incorporating the requirements as specified in HSPPS Part 1302.90 (Personnel Policies), which includes, but is not limited to, establishing a Head Start Policy Committee to approve the process for hiring, promotion, demotion, and dismissal of Head Start funded staff (including contractual).
3. Submit all School Board staff/teacher resumes and educational credentials to the County for review and approval prior to hiring staff. 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 (including contracted staff, as applicable) attend all mandatory meetings, including training and technical assistance meetings, monthly Executive Director's Meetings, and service area meetings, along with all other entities contracting

with the County to provide Head Start/Early Head Start services, in order to enhance the delivery of comprehensive, integrated services. The County will provide the School Board with a 72-hour advance notice of upcoming Executive Director's meetings unless it becomes necessary to call an emergency meeting, in which case as much advance notice will be given to the School Board as reasonably possible. The School Board Executive Director, or designee, shall maintain a 100% attendance rate at and participate in the monthly Executive Director's meetings and the annual Program Governance training.

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

delegate must ensure that an Early Head Start or Head Start director hired after November 7, 2016, has, at a minimum, a baccalaureate degree and experience in supervision of staff, fiscal management, and administration.

16. Ensure staff hired after November 7, 2016, who work directly with families on the family partnership process have within eighteen months of hire, at a minimum, a credential or certification in social work, human services, family services, counseling or a related field in accordance with the HSPPS Part 1302.91(e)(7)
17. Ensure health procedures are performed only by a licensed or certified health professional and that all mental health consultants are licensed or under the supervision of a licensed mental health professional and that mental health consultants have knowledge of and experience in serving young children and their families.
18. Employ staff or consultants to support nutrition services who are registered dietitians and or nutritionist, licensed by the State of Florida, Department of Health with appropriate qualifications.
19. In accordance with HSPPS Part 1302.91(c), each School Board must assess staffing needs in consideration of the fiscal complexity of the organization and applicable financial management requirements and secure the regularly scheduled or ongoing services of a fiscal officer with sufficient education and experience to meet their needs. A program must ensure a fiscal officer hired after November 7, 2016 is a certified public accountant or has, at a minimum, a baccalaureate degree in accounting, business, fiscal management, or a related field. The School Board shall ensure that a qualified fiscal officer and other management staff (i.e. licensed mental health consultant, etc.) and all other staff have the required license(s) and/or credentials needed for their position in accordance with applicable laws and regulations and have experience relevant to their positions.
20. Ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct, which include, but are not limited to refraining from using corporal punishment, or physically abusive behavior, sexually abusive behavior, emotionally harmful or abusive behavior; neglectful behavior in accordance with HSPSS Part 1302.90(c)(1).
21. Report reasonably suspected or known incidents of child abuse and neglect, as defined by the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C. 5101 note) and in compliance with Federal, State, local, and Tribal laws.
22. Comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable Federal, State, local, and Tribal laws.
23. Ensure no child is left alone or unsupervised.
24. Ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the Program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency, in accordance with HSPPS Part 1302.90(d).
25. Comply with HSPPS Part 1302.90(d)(2), requiring that if a majority of children in a class or home-based program speak the same language, at least one class staff member or home visitor must speak such language.
26. Comply with HSPPS Part 1302.90( e ) regarding minimum personnel wages and established salary scales for Head Start Staff.
27. School Board and Early Child Care Partners will implement a pay level that aligns with staff salaries across the program, matches comparable industries in Miami-Dade County, and accounts for qualifications, responsibilities, experience, and work hours. Each agency and partner must create a fair wage scale based on these factors.
28. By August 1, 2031, all School Board and Early Child Care Partners must have an established and publicly available pay scale.
29. Inform new hires of the pay structure during onboarding.
30. Starting August 1, 2031, and every five years after, each School Board and Early Child Care Partner must review and assess their pay structure for comparability, fairness, and competitiveness.; and implement adjustments to align pay scales with industry standards and cost-of-living changes as recommended by the County
31. Starting August 1, 2031, and every five years thereafter, each School Board and Early Child Care Partner must review their pay structure to ensure it remains fair, competitive, and comparable to the local market.



32. The County will set minimum salaries for education staff comparable to K–3 teachers in the local school district, considering experience, role, responsibilities, and qualifications.
33. Starting August 1, 2026, School Board and Early Child Care Partners must annually review and adjust education staff salaries to align with local public-school benchmarks and track progress toward the August 2031 goal; this requirement also applies to contracted staff funded by Head Start, with contract terms ensuring salary alignment.
34. The County will use Miami-Dade County's Living Wage Ordinance (Section 2-8-9) to establish a living wage benchmark and calculate a salary floor based on 2,080 hours of work per year.
35. By August 1, 2031, School Board and Early Child Care Partners must adjust all salaries to meet or exceed the salary floor, update salaries annually based on changes to the living wage ordinance and communicate these updates regularly.
36. Baseline Review: School Board and Early Child Care Partners will review current salaries, considering qualifications, responsibilities, and experience, and identify any pay discrepancies related to the age group of children served.
37. Wage Alignment: School Board and Early Care Partners will assess local public school pay structures for comparable roles and adjust wages based on responsibilities, qualifications, and experience, without considering the age of children served.
38. Standardized Salary Ranges: A standardized pay scale will be developed for each role, aligned with the program's minimum wage/salary floor and local living wage standards.
39. Health Care: School Board and Early Child Care Partners must provide or facilitate access to high-quality, affordable health care for full-time staff and assist part-time staff with accessing marketplace or community health programs.
40. Paid Leave: Offer annual paid sick leave, personal days, and vacation time, with rollover options when applicable.
41. Behavioral Health Services: Provide short-term, free or low-cost behavioral health services through partnerships with mental health providers or Employee Assistance Programs (EAPs).
42. Child Care Support: Facilitate access to childcare resources, offer information about consumer education organizations, and assist eligible staff with applying for childcare subsidies.
43. Loan Forgiveness Support: Help eligible staff access Public Service Loan Forgiveness (PSLF) programs, provide documentation support, and educate staff on the process.
44. Benefits Comparison: Every five years, assess and ensure that staff benefits are comparable to those offered to elementary school staff in local or neighboring districts, considering health care, retirement, leave policies, and other offerings. Programs may also offer enhanced optional benefits.

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

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

of usual arrival time.

6. Track attendance for each child and implement strategies to promote attendance by providing information about the benefits of regular attendance and supporting families to promote the child's regular attendance. This may include conducting a home visit or other direct contact with parents if child has had multiple unexplained absences.
7. Once confirmation has been received that the child is not returning to the program, consider the child's slot vacant and fill the slot with a new or transferred child, in coordination with the County.
8. Provide the County with its eligibility, recruitment, selection, enrollment and attendance requirements and procedures as specified in HSPPS Part 1302 Subpart A.
9. Maintain eligibility determination records as required by HSPPS Part 1302.12(k).
10. Afford priority for selection and enrollment to children transferring within the County's Head Start and Early Head Start Program.
11. Provide a written plan outlining the policies and procedures for including children with disabilities in accordance with the Americans with Disabilities Act (ADA) of 1990 (<http://www.ada.gov>) and the Individuals with Disabilities Education Act (IDEA).
12. Maintain a minimum of ten percent (10%) of the School Board's enrollment for children who have disabilities and provide disability services in accordance with HSPPS Part 1302 Subpart F.
13. Actively participate in and/or facilitate appropriate support strategies for children exhibiting behavioral concerns. This includes implementing interventions and coordinating with relevant staff and specialists, with the goal of preventing suspension or expulsion the program, in alignment with HSPPS Part 1302.17.
14. Provide services to groups of children in the Program, in a separate classroom, with adequate square footage ratios per child (35 square feet per HS / EHS child exclusive of hallways, bathrooms, and office space), in accordance with HSPPS Part 1302.21(d).
15. Adequate playground square footage shall be 75 square feet per child. School Board shall ensure the square footage requirement is adequate for the number of children served.
16. In accordance with HSPPS Part 1302.21, staff-to-child ratios and group size maximums must be determined by the age of the majority of the children and the needs of the children present. The maximum number of children allowed in the classroom where the majority of children are 4 and 5 years old is 20. The maximum allowed when the majority of children are 3 year-olds is 17. A class is considered to serve predominantly 3 year-old children if more than half of the children in the class will be three years old by September 1. For Early Head Start services (ages 0 – 3), the maximum number of children allowed in a classroom is 8.
17. Operate the Head Start Program centers for a minimum of 8 hours per day and Early Head Start centers for a minimum of 9 hours per day. Head Start centers should operate Monday – Friday, from 8:00 a.m. to 4:00 p.m. or 7:30 a.m. to 3:30 p.m. and Early Head Start centers shall operate Monday – Friday, from 8:00 a.m. to 5:00 p.m. or 7:30 a.m. to 4:30 p.m. No center may operate for less time and no fee can be charged for this timeframe. Additional services that fall outside of this timeframe may be offered either free of charge or for a fee. If a fee is charged for after-school care during the regular Program Year or during the summer when the Program is closed, the School Board shall send a notice to the parents advising them that the service is not part of the Head Start Program Services. A copy of this letter should be submitted to the County.
18. Submit all applications of over-income children to the County for approval prior to the child entering the Program. This includes children with disabilities and children transitioning from Early Head Start into Head Start. Failure to comply will result in a reduction of reimbursement for each child not approved. The reduction will be pro-rated based on the School Board's cost per child.
19. Comply with Life Safety and Fire Prevention Codes to include State of Florida Standards for Safety.
20. Comply with HHS Regulations for transporting children on vehicles in accordance with the HSPPS Part 1302 Subpart G, if applicable.

21. Ensure that all staff have complete background checks in accordance with HSPPS Part 1302.90(b)

#### **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.

#### **5 EDUCATION, CHILD DEVELOPMENT, SAFETY, AND HEALTH and Mental Health PROGRAM SERVICES**

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

**Early Head Start**

**Head Start**

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

- Language,
- Literacy
- Early Math,
- Science,
- Social Studies,
- Social and Emotional Dev.

- Creative Arts
- Approaches to Learning
- Physical Development and Health
- English Language Acquisition

9. Classroom staff will individualize interactions with children, considering each child's abilities and interests. By using descriptive language to narrate actions, feelings, and thoughts, they will scaffold learning and intentionally build a child's receptive and expressive language skills in English and in the child's home language. This approach is essential to developing school readiness and fostering academic success. Refer to HSPPS Part 1302.31(a) (b) (1) (iv)).
10. Classroom staff will administer County approved behavioral, motor, language, social, cognitive, and emotional screeners for newly enrolled children within 45 calendar days of entry into the Program in accordance with HSPPS Part 1302.33.
11. Head Start teaching staff will administer a research-based speech and language screening every year, the child is enrolled in Head Start. The screening will be administered using a tool that is normed in the child's home language, when available. If the tool is not available in the child's home language, a translator will be used to administer the screening. Children that speak two languages will be administered an additional screening in English.
12. Classroom staff will conduct ongoing assessments by observing children and recording observations of all children's abilities (including children with a disability of suspected disability), strengths, areas of growth, interest, planned and self-guided discovery experiences on the Anecdotal Note log or other recording method approved by the County's Education Manager. Classroom teaching/caregiving staff must maintain accurate and current notes in the ongoing assessment database as evidence of children's gains.
13. Disabilities management/ professionals will provide support to ensure enrolled children with disabilities, including but not limited to those who are eligible for services under IDEA, and their families, receive all applicable program services delivered in the least restrictive environment and that they fully participate in all Program activities. Actions include, but are not limited to:
  - a. reviewing screenings and assessments,
  - b. making referrals to the Local Education Agency (LEA), Local Early Steps (LES), and or community agency,
  - c. developing follow up intervention plans for children waiting eligibility determination or children that did not qualify
  - d. ensure parents understand the process of eligibility determination
  - e. support parents with registering children with the LEA, accessing Infant and Toddler Development Specialist (ITDS) services and services with community agencies.
14. Engage disabilities management/professionals to ensure individualized services and supports, and to the maximum extent possible, to meet the child's needs. Make efforts to access the child's health insurance.
15. Provide, monitor, implement and adhere to all facets of health and mental health services in accordance with HSPPS Parts 1302.40 – 1302.47, some of which are outlined below.
16. Provide high-quality health, oral health, mental health, and nutrition services that are developmentally, culturally, and linguistically appropriate and that will support each child's growth and school readiness.
17. Actively participate in the Health and Mental Health Services Advisory Committee (HMSAC) that includes Head Start parents, professionals, and other stakeholders from the community.
18. Ensure that all health-related delegate staff attend regularly scheduled and mandatory health meetings hosted by County staff. If assigned health staff members are unable to be present, School Board must send another HS/EHS staff member and/or designee to attend on their behalf.
19. Collaborate with parents as partners in the health and well-being of their children in a linguistically and culturally appropriate manner and communicate with parents about their child's health needs and development concerns in a timely and effective manner.
20. Obtain advance authorization from the parent or legal guardian for all health and developmental procedures administered through the Program or by contract or agreement. Maintain written documentation for any refusal of authorization for health services by completing the "Refusal of Health Services" Form, found in ChildPlus. Prior to utilizing the "Refusal of Health Services Form", a multidisciplinary team (MDT) meeting should be held to discuss options for the child to receive the recommended services. Efforts to meet and discuss options must be documented in ChildPlus. Any completed parent refusal forms must be signed by the parent/guardian as well as the HS/EHS staff at the site. Signed/completed forms must be uploaded into ChildPlus as part of the child's official record and documented under the health requirement it pertains to.

21. Share with parents the policies for health emergencies that require rapid response on the part of staff or immediate medical attention. Complete and implement Individual Health Plans (IHP) for enrolled children with special health care needs that may require emergency treatment during the day.
22. Consult with parents within 30 days of enrollment to determine whether each child has ongoing sources of continuous, accessible health care – provided by a health care professional that maintains the child's ongoing health record and is not primarily a source of emergency or urgent care – and health insurance coverage.
23. Assist families in accessing a source of care and health insurance that will meet all health care needs as quickly as possible and within 30 days of the child being enrolled in the Program.
24. Make health status determinations within 90 days of enrollment based on documentation obtained from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age appropriate preventive and primary medical and oral health care.
25. Assist parents with making arrangements to bring the child's medical/dental status up-to-date as quickly as possible and, if necessary, directly facilitate provision of health services to bring the child up-to-date with parent consent. Efforts to assist families to meet health requirements must be minimally documented on a bi-monthly basis in ChildPlus until the medical/dental event has been brought up to date.
26. Obtain or perform evidence-based vision and hearing screenings ensuring they are completed or obtained within 45 days of enrollment into the Program. Ensure that results are documented and uploaded into the child's record in the ChildPlus data system.
27. Complete a comprehensive nutrition assessment by a registered dietitian for all newly enrolled children that identifies each child's nutritional health needs according to EPSDT schedule, taking into account available health information, including the child's health records, and family and staff concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health and Mental Health Services Advisory Committee.
28. Ensure and assist parents and families to meet all recommended schedules of well-child and oral health care (including the state's EPSDT schedules).
29. Implement periodic observations or other appropriate strategies for program staff and parents to identify any new or recurring developmental, medical, oral, or mental health concerns. For medical and oral health concerns, ensure families follow the periodicity schedule as recommended by the American Association of Pediatrics (AAP) and the American Association of Pediatrics Dentists (AAPD). Ensure that any concerns identified by parents or staff are addressed through referral or other means of timely follow-up.
30. Facilitate, ensure, and monitor necessary oral health preventive care, treatment and follow-up, including topical fluoride treatments and further oral health treatment as recommended by the oral health professional. Efforts to assist with receiving preventative care and/or treatment must be documented minimally on a bi-monthly basis until received.
31. Facilitate further diagnostic testing, evaluation, treatment, and follow-up plan, as appropriate, by a licensed or certified professional for each child with a health concern or developmental delay, such as elevated lead levels or abnormal hearing or vision results that may affect a child's development, learning, or behavior. Efforts to assist with receiving preventative care and/or treatment must be documented minimally on a bi-monthly basis until received.
32. Develop a system to track referrals and services provided and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, social and emotional, or developmental concern. ChildPlus "dashboard"

reviews must be included as part of the tracking process for all health services.

33. Assist parents, as needed, in obtaining any prescribed medications, aids or equipment for medical and oral health conditions or developmental concern (i.e. hearing aids, dental procedures, assistive technology, etc.)
34. Use Program funds for the provision of diapers and formula for enrolled children during the Program day.
35. Use Program funds for professional medical and oral health services when no other source of funding is available (payer of last resort). When Program funds are used for such services, agencies must have written documentation of their efforts to access other available sources of funding prior to using Program funds.
36. Promote effective oral health hygiene by ensuring all children with teeth are assisted by appropriate staff, or volunteers, if available, in brushing their teeth with toothpaste containing fluoride once daily. When brushing of teeth is not permitted or recommended due to health regulations, ensure that ongoing education with children and their caregivers on the importance of brushing their teeth daily and how to properly brush teeth is maintained.
37. Establish and train staff on implementation and enforcing a system of health and safety practices that ensure children are kept safe at all times. Agencies will consult Caring for our Children Basics, available at [Caring for Our Children Basics: Health and Safety Foundations for Early Care and Education | The Administration for Children and Families](#) for additional information to develop and implement adequate safety policies and practices described in this part.
38. Develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with HSPPS Part 1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety.
39. Ensure that all facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating:
  - a. Meet licensing requirements in accordance with HSPPS Part 1302.21(d)(1) and 1302.23(d);
  - b. Are clean and free from pests;
  - c. Are free from pollutants, hazards, and toxins that are accessible to children and could endanger children's safety;
  - d. Are designed to prevent child injury and free from hazards, including choking, strangulation, electrical, and drowning hazards, hazards posed by appliances, and all other safety hazards;
  - e. Are well lit, including emergency lighting.
  - f. Are equipped with safety supplies that are readily accessible to staff, including, at a minimum, fully-equipped and up-to-date first aid kits and appropriate fire safety supplies.
  - g. Are free from firearms or other weapons that could endanger children.
  - h. Designed to separate toileting and diapering areas from areas for preparing food, cooking, eating, or children's activities.
  - i. Kept safe through an ongoing system of preventative maintenance.
  - k. Hold documented annual fire inspection reports and a Life Safety Operating Permit for each facility rendering Head Start Program Services.
  - l. Provide the County with the most recent inspection and permit at the time of Agreement.
  - m. Comply with the State of Florida and/or any municipality mandate to have a service site Health Inspection Certificate.
  - n. Keep on file the most recent inspection and furnish the County with a copy at the time of Agreement
40. Ensure indoor and outdoor play equipment, cribs, cots, feeding chairs, strollers, and other equipment used in the care of enrolled children, and as applicable, other equipment and materials meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM). All equipment and materials must at a minimum:
  - a. Be clean and safe for children's use and are appropriately disinfected;
  - b. Be accessible only to children for whom they are age appropriate;

- c. Be designed to allow appropriate supervision of children at all times;
  - d. Allow for the separation of infants and toddlers from preschoolers during play in center-based programs; and,
  - e. Be kept safe through an ongoing system of preventative maintenance.
41. Ensure that all staff with regular child contact have initial orientation training within three (3) months of hire and ongoing training in all state, local, tribal, federal and program-developed health, safety, and child care requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training in:
- a. The prevention and control of infectious diseases;
  - b. Prevention of sudden infant death syndrome and use of safe sleeping practices;
  - c. Administration of medication, consistent with standards for parental consent;
    - aa. Prevention and response to emergencies due to food and allergic reactions;
  - d. Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic;
  - e. Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment;
    - dd. Emergency preparedness and response planning for emergencies;
  - f. Handling and storage of hazardous materials and the appropriate disposal of bio contaminants;
  - g. Appropriate precautions in transporting children, as applicable
  - h. First aid and cardiopulmonary resuscitation; and,
  - i. Recognition and reporting of child abuse and neglect, in accordance with the requirement of local policies and procedures.
42. Ensure all staff with no regular responsibility for or contact with children have initial orientation training within three (3) months of hire; ongoing training in all state, local, tribal, federal and program-developed health and safety requirements applicable to their work; and training in the program's emergency and disaster preparedness procedures.
43. Ensure all staff and consultants follow appropriate practices to keep children safe during all activities, including, at a minimum:
- I. Reporting of suspected or known child abuse and neglect, as defined by the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C. 5101 note), including that staff comply with applicable Federal, State, local, and Tribal laws;
  - II. 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;
  - III. Appropriate indoor and outdoor supervision of children at all times, employing active supervision practices throughout the day;
  - IV. Only releasing children to an authorized adult;
  - V. All standards of conduct described in HSPPS Part 1302.90(c)(1)(ii).
44. Ensure all staff systematically and routinely implement hygiene practices that at a minimum ensure:
- I. 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;
  - II. Safe food preparation;
45. Exposure to blood and body fluids are handled consistent with standards of the Occupational Safety Health Administration (OSHA).
46. Establish, follow, and practice, as appropriate, procedures for, at a minimum:



- I. Emergencies;
  - II. Fire prevention and response;
  - III. 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;
  - IV. Handling, storage, administration, and record of administration of medication;
  - V. Maintaining procedures and systems to ensure children are only released to an authorized adult.
  - VI. Child specific health care needs and food allergies that include accessible plans of action for emergencies. For food allergies, a program must also post individual child food allergies prominently where staff can view wherever food is served.
47. 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.
  48. 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, 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.
  49. All efforts and activities to complete and comply with HSPPS for health must be documented on each child's record in ChildPlus and/or any other applicable database system. This documentation must be entered as soon as possible, not to exceed 5 business days of receipt
  50. All required health documentation, including but not limited to physical forms, well baby check forms, medical/dental insurance card, immunization forms, dental forms, hearing/vision forms, IHP (Individual Health Plan) forms, internal referral forms, medical diagnosis documentation and all other applicable health documentation must be entered and uploaded into ChildPlus immediately upon receipt from the family (daily).
  51. 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.
  52. The provision of nutrition services by a School Board must be in compliance with the HSPPS 1302.44, 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.
  53. 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 Recipient Nutrition Coordinator for approval a month prior to implementation.
  54. Providers 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 prior to participation in the 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.
  55. The School Board shall ensure that staff is present at all meals with the children. All toddlers, preschool children and assigned classroom staff, including volunteers, shall eat together, family style if possible, sharing the same menu to the best extent possible, or as in a pandemic/emergency be prepared to serve healthy food safely and appropriately as mandated by local health agencies and the Center for Disease Control (CDC). A School Board 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.

56. School Board must provide sufficient time for children to eat, not use food as reward or punishment, and not force children to finish their food.
57. Each enrolled Infant at the School Board will be provided with formula and baby food that is individualized to the child's Needs by the School Board. Diapers and wipes will also be made available to enrolled children by the School Board.
58. 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; ensure bottle-fed infants are never laid down to sleep with a bottle; serve all children a nourishing breakfast in the morning at center-based settings who have not received breakfast upon arrival at the program;
59. In case of an emergency due to natural disaster, health epidemic/pandemic or other causes, the School Board must have non-perishable foods available on site to be able to feed enrolled children meals and snacks for a minimum of three (3) days. If the need arises to provide "grab and go" meals to enrolled children due to site closure or having virtual services, the School Board must have provisions in their contract with a food vendor/caterer to be able to accommodate this need.
60. Provide appropriate healthy snacks and meals to each child during group socialization activities in the home-based option.
61. Promote breastfeeding, including providing facilities to properly store and handle breast milk and make accommodations, as necessary, for mothers who wish to breastfeed during program hours, and if necessary, provide referrals to lactation consultants or counselors; and make safe drinking water available to children during the program day. School Board must partner with their local Women, Infant and Child (WIC) offices. These partnerships must be current and refer pregnant women, breastfeeding mothers and families of young children to WIC services.
62. The registered and licensed dietitian must complete a comprehensive nutrition assessment as per EPSDT schedule to identify each newly enrolled child's nutritional health needs, taking into account available health information, including the child's health records, diet history form and family and staff concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health Services Advisory Committee. Each newly enrolled child must receive a comprehensive nutrition assessment by a registered and licensed dietitian within ~~130~~ calendar days of enrollment. Children identified with nutrition related health problems must receive appropriate follow-up services by the dietitian within ten (10) days of receipt of a referral. Children identified with nutrition related problems must be monitored periodically by the registered dietitian until satisfactory outcomes are attained as stated in the plan of action by the dietitian. Each enrolled infant/toddler up to 24 months will be nutritionally assessed as per the Early Periodic Screening Diagnostic Treatment (EPSDT) schedule. All nutrition services provided to enrolled children and families must be documented in ChildPlus within seven (7) business days of service delivery.
63. 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.
64. 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 accommodating special diets by the registered dietitian and nutrition manager in consultation with the health coordinator, teachers, and parents as appropriate. 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. The dietitian must create special diets after consulting with the contracted caterer on the accommodation of the special foods. Revised menus with substitutions completed by the registered dietitian must be posted in the kitchen, in the classroom where the child is attending in a folder with a picture of a food item on the outside of the folder for example a picture of 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 with individual dietary needs and be able to access the revised menu or substitutions. The menus must also be kept in the child's folder and uploaded into ChildPlus.
65. Collaborate with parents to promote children's nutritional status with education support services that are understandable to individuals, including individuals with low health literacy. For enrolled families this should include opportunities for parents to discuss their child's nutritional status with staff, including the importance of physical activity, healthy eating, and the negative

- health consequences of sugar-sweetened beverages, and how to select and prepare nutritious foods that meet the family's nutrition and food budget needs. This type of nutrition education and or relevant nutrition counseling to families and staff must be done by the registered and licensed dietitian and services must be documented in ChildPlus.
66. Dietitians must provide relevant nutrition education workshops to enrolled parents during March to celebrate National Nutrition Month and to bring awareness to current nutrition related health topics of significance to their needs. Dietitians must also use the month of March as an opportunity to provide fun, developmentally appropriate hands-on nutrition education activities for enrolled children in the program.
  67. Maintain active partnership with Cooperative Extensions Services with the Expanded Food & Nutrition Education Program [EFNEP] with University of Florida and other local community entities to access nutrition education and food and nutrition resources for families. Maintain collaboration with local community resources to enable and support edible gardening at their centers.
  68. Provide opportunities for families to learn about healthy pregnancy, pre-natal and postpartum care at a minimum, to include nutritional counseling, food assistance and breast-feeding supports appropriate..
  69. Each School Board that does not have a registered and licensed dietitian on staff can obtain services through a consultant. Each consultant contract must be approved by the Grantee prior to implementation of the contract. Services provided by nutrition consultants must be documented in the format provided by the Grantee and submitted for approval to the Grantee Nutrition Coordinator after review and approval of the School Board nutrition manager. All invoices detailing the work completed by the nutrition consultant must be submitted to the Grantee Nutrition Coordinator by the 10th of the following month at the latest.
  70. School Board staff will establish a program-wide culture that promotes mental health, social and emotional well-being, and overall health and safety, using a multidisciplinary approach to support children, families and staff.
  71. School Board staff will utilize the evidence-based practices of the Pyramid Model for Promoting Social-Emotional Competence in Infants and Young Children (Pyramid Model) to foster healthy social and emotional development of all children enrolled across all program options. These practices will be applied to cultivate an effective workforce and a positive, supportive environment for staff.
  72. Delegate staff will establish a systematic process of service delivery, using a multidisciplinary approach. Mental Health, Education and Disability (MED) Team members - members are required to meet monthly to review and analyze child screening data, discuss strengths, areas of concerns and provide early intervention support services for children identified with concerns on screeners. .
  73. Delegate staff will establish a systematic process of service delivery, using a multidisciplinary approach. Mental Health, Education and Disability (MED) Team members - members are required to meet monthly to discuss the strengths, areas of improvement required for teaching teams, identify new educators and establish a system of providing training, modeling and coaching to implement strategies that promote positive learning environments for all children and individualized interventions to help with challenging behaviors. Health and Family services area staff will join multidisciplinary meetings as needed.
  74. Delegate staff will ensure a systematic process to ensure adequate screening of newly enrolled children within the first 45-days of enrollment into the Head Start or Early Head Start Program. Children will be rescreened using the appropriate screeners, following the County Head Start's requirement for rescreening. Follow-up by MED with teachers and parents to review concerns on screenings will be followed, using the County Head Start's requirement for follow-up and creation of intervention plans, and providing related referrals to community providers.
  75. . Delegate staff will ensure a parental consent for individualized clinical services is obtained, prior to conducting a clinical assessment.
  76. Delegate staff will assist in identifying and developing a minimum of one (1) community mental health partnership agreement which facilitates access to additional mental health resources and services for program families.
  77. Delegate staff will ensure that additional staff and parent consultation will occur in collaboration with parents, teachers, referring agency service providers and the mental health consultant no later than three (3) days following the provision of services to determine effectiveness of services.

78. School Board will secure ongoing mental health consultation services by August 1<sup>st</sup> of the program year. . Mental Health Consultation services will be provided by mental health consultants that are licensed or under the supervision of a licensed mental health professional. Mental health consultants must have knowledge of and experience in serving young children and their families.
79. Mental Health Staff (Consultants, Coordinators, Interventionists) will obtain a Pyramid Model certification or a Positive Behavior Support certification/ credential within 12 months of hire.. Staff must obtain the appropriate certification for each program they serve: the Preschool Pyramid Model Certification for Head Start, and the Infant and Toddler Pyramid Model Certification for Early Head Start.
80. **Mental health consultants must:**
- a. Provide on-site mental health consultation services at Head Start Centers. A schedule must be posted at each site to indicate that a consultant is on-site and available, monthly.
  - b. Provide mental health consultation services using a multidisciplinary approach to partner directly with staff and families, ensuring they receive timely and effective support .
  - c. Assist teachers and home visitors in promoting the healthy social and emotional development of all children. This includes helping them improve **classroom management** and **teaching skills** through on-site visits, consultations, and observations. The focus is on integrating mental health activities into the daily routine and using positive behavior strategies. Th goal is to create a positive learning environment that addresses the needs of both the adults and the children, strengthening the foundation for strong mental health and emotional well-being.
  - d. Collaborate with education and disability specialists, to assess each child's strengths and needs. The team will plan developmentally appropriate interventions, when needed, for groups and individual children using a variety of information sources. Consult with the staff regarding individualizing services, implementing intervention plans which will foster development for children with atypical development.
  - e. Conduct general classroom observations and consultations as outlined in the County Head Start's policies and procedures, at a minimum.
  - f. Collaborate with the disabilities and education coordinators to help teaching staff to identify and work with children with disabilities who may also have social, emotional or behavioral concerns
  - g. Consult with staff to address prevalent child mental health concerns, including internalizing problems such as appearing withdrawn and externalizing problems such as challenging behaviors. This will include a review of and consultation with education manager/curriculum specialist and teachers regarding general positive social and emotional classroom practices which support all children and scheduling timely staff consultations to address concerns of children who appear withdrawn or exhibit other challenging behavior. Initiate consent for clinical assessment and planning in collaboration with parents and teachers for children who are unresponsive to the initial intervention planning process.
  - h. Initiate the clinical assessment process, ensuring parental consent is obtained prior to implementation. Follow the County's policies and procedures with engaging the multidisciplinary team, including teaching teachers and parents, with implementing intervention plans, providing referrals, and identifying the type of follow-up needed.
  - i. Collaborate with the program to create and implement policies and procedures to limit suspension and expulsion as described in HSPPS 1302.17. Completing identified screenings/assessments, implementation of intervention plans, safety plans, clinical assessments, referrals to community providers, and providing consultations and trainings for teachers and parents are ways in which the program uses to limit suspension and expulsion.
  - j. Facilitate opportunities for parents and staff to understand mental health and access mental health resources, including providing group and individual parent and staff educational opportunities, as required.
  - k. Collaborate with social services, mental health and disabilities staff to locate appropriate providers for an individual child or family who would benefit from such services. Ensure that all referrals, follow up and ongoing efforts are documented

on Program selected forms and in electronic data entry system.

- l. Assist staff and parents with contacting community agencies that provide child mental health and parenting education resources which promote the healthy development of children.
- m. Provide opportunities for parents to discuss with staff and identify issues related to child mental health and social and emotional well-being, including observations and any concerns about their child's mental health, typical and atypical behavior and development, and how to appropriately respond to their child and promote their child's social and emotional development.
- n. Collaborate with parents to promote children's health and well-being by providing mental health education support services that are understandable to individuals, including individuals with low health literacy, as delineated in the HSPPS Part 1302.46(a).
- o. Ensure all case notes/documentation are completed within one week of service delivery, accurately reflecting the services rendered on the day of the session.
- p. Work collaboratively with agency leadership to ensure that tele-health services are available to staff and families to address emergencies such as hurricanes, pandemics, and unforeseen events. Ensure that services comply with section 456.47, Florida Statutes, concerning the use of an electronic platform (not telephone, email, or fax).
- q. Participate in ongoing training and staff development opportunities which are provided by the County on a frequency to be determined by the County.

## **6 FAMILY AND COMMUNITY ENGAGEMENT PROGRAM SERVICES**

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

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

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

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

|                               |                                                                                   |                                                                                                     |
|-------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Father/Father Figure Activity | Health and Developmental consequences of tobacco product use and exposure to lead | Dual language learners: information and resources about the benefits of bilingualism and biliteracy |
|-------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                            |                                                                          |                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Child Development/<br>Curriculum Overview<br>Preventive medical and oral health<br>care                                                                                                                                                                    | Environmental Hazards<br><br>Health and Safety Practices for the<br>Home | Topics identified by ChildPlus Report<br>#4240 (Family Outcomes Analysis)                                                                                                                          |
| Domestic Violence<br>Child Abuse Prevention                                                                                                                                                                                                                | Vehicle and Pedestrian Safety<br>Family Literacy                         | Services to children with disabilities<br>Emergency or Crisis Assistance,<br>including food, clothing, and housing<br>Employment Services/Job Training<br>Parenting<br>Transitions<br>Water Safety |
| Mental Health<br>Nutrition (Importance of physical<br>activity, healthy eating, and negative<br>health consequences of sugar-<br>sweetened beverages, and how to<br>select nutritious foods that meet the<br>family's nutrition and food budget<br>needs.) | Financial Literacy<br>Importance of regular attendance                   |                                                                                                                                                                                                    |
| Healthy pregnancy and post-partum<br>care (to include breastfeeding,<br>parental substance abuse and<br>perinatal depression)                                                                                                                              | Parent Leadership Trainings                                              |                                                                                                                                                                                                    |

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

**1**

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

1. Conduct a curriculum overview and a review of other educational programs with parents during the Parent Orientation and the Parent Committee Meeting early in the program. Child development and education topics shall be discussed throughout the Program Year with individual families through Parent-Teacher Conferences and Home Visits.
2. Encourage parents' involvement in: providing input into daily lesson plans, serving on the School Readiness Committee, and attending and participating in curricula revision meetings.
3. 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.
4. Assist families with accessing the Galileo parent portal and other innovative family engagement web-based tools to view their child's progress and to create at-home activities which connect to their child's learning skills.
5. Work with community providers and partners to provide access to families to receive materials, services, and activities essential to family literacy development that promotes parents as the primary teacher and full partner in the education of their children
  - The importance of their child's attendance in the Head Start/Early Head Start Program
  - The benefits of bilingualism and bi-literacy for dual language learners

### **Family partnership services**

6. 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.
7. Identify needs, interests, strengths, goals, services, and resources that support family well-being, including safety, health, and economic stability utilizing the Family Assessment Questionnaire (FAQ).
8. The FAQ will be completed with all new and returning families within the first 45 days of enrollment and entered and tracked in the ChildPlus System.
9. Complete the FAQ twice per year with the preliminary assessment completed within 45 days of enrollment and the final assessment completed by April 15th, unless the preliminary assessment was completed within 60 days of this date.
10. The family services staff will review the FAQ with families to assess the family's strengths, needs, and interests and will measure each family's progress towards the family outcomes based on the Parent, Family, and Community Engagement (PFCE) Framework.
11. Provide parents with internal and external referrals for identified needs, interests, and concerns. Follow-up to these referrals will be completed within 2 weeks or within 48 hours if the referral is addressing a crisis. Documentation of all referrals and referral follow-ups will be entered into the ChildPlus System.
12. Offer individualized family partnership services for every enrolled family by providing an opportunity to develop a

collaborative individualized Family Partnership Agreement (FPA) within 45 days of enrollment. New and returning families will complete a new FPA each program year

13. Family goal setting will be jointly established and each individual FPA will include objectives which are measurable by describing the family goal, the responsibilities, and strategies for goal achievement.
14. Follow-up on the progress of family goals must be completed regularly and deemed necessary based on the circumstances surrounding the goal and the timetable for completion. The FPA will be reviewed with families throughout the entire program year based on the prescribed target dates notes on the FPA.
15. FPAs must be completed in the ChildPlus System and ongoing follow-up to the family goals entered regularly.

### **Community partnerships**

16. Identify agencies and organizations that provide responsive services to the needs of the children and families enrolled in the Program.
17. Outline objectives and goals that are mutually beneficial. Community Partnership Agreements should be effective for a minimum of one year.
18. Establish and maintain a minimum of one collaborative informal or formal community partnership agreement with community organizations in each of the following categories in accordance with HSPPS Part 1302.53(a)(2)(i-viii):
  - a. (i) Health care providers, including child and adult mental health professionals, Medicaid managed care networks, dentists, other health professionals, nutritional service providers, providers of prenatal and postnatal support, and substance abuse treatment providers;
  - b. (ii) Individuals and agencies that provide services to children with disabilities and their families, elementary schools, state preschool providers, and providers of child care services;
  - c. (iii) Family preservation and support services and child protective services and any other agency to which child abuse must be reported under state or tribal law;
  - d. (iv) Educational and cultural institutions, such as libraries and museums, for both children and families;
  - e. (v) Temporary Assistance for Needy Families, nutrition assistance agencies, workforce development and training programs, adult or family literacy, adult education, and post-secondary education institutions, and agencies or financial institutions that provide asset-building education, products and services to enhance family financial stability and savings;
  - f. (vi) Housing assistance agencies and providers of support for children and families experiencing homelessness, including the local educational agency liaison designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*);
  - g. (vii) Domestic violence prevention and support providers; and,
  - h. (viii) Other organizations or businesses that may provide support and resources to families.
19. Review annually and submit to the grantee no more than one month after established Community Partnership Agreements consist of but are not limited to: Correspondences between the parties, letters, Memorandums of Understanding (MOU), and Interagency Agreements.
20. Develop a network of resources with community organizations to promote the access of services for children and families from the following:
  - Healthcare providers
  - Mental health providers
  - Medicaid Managed Care Networks
  - Dentist providers
  - Nutritional service providers
  - Substance Abuse treatment providers
  - Individuals and agencies that provide services to children with disabilities and their families



- Family preservation and support
  - Child protective services
  - Elementary schools, state pre-school providers and other childcare services
  - Educational and cultural institutions i.e., libraries and museums for children and families
  - Temporary Assistance for Needy Families (TANF), workforce development and training programs
  - Adult or family literacy, adult education, and post-secondary institutions
  - Financial institutions that provide asset-building education
  - Housing assistance agencies and providers of support for the homeless
  - Domestic violence prevention and support providers
21. Ensure parents are aware and knowledgeable of community partner(s) at each center by inviting community partners to the parent meetings to provide pertinent information about their services.
  22. 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.

## **8. TRANSITION SERVICES**

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

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

3. Conduct Individual Transition Planning Meetings six months prior to the child's 3<sup>rd</sup> birthday or upon enrollment, if the child enrolls less than six months prior to his/her 3<sup>rd</sup> birthday.
4. The Individual Transition Planning Meeting will include the EHS Social Worker, the primary caregiver, the EHS Center Director, the EHS Curriculum Specialist, the HS Social Worker, HS Center Director, the HS Curriculum Specialist, parents, and Health, Disabilities, Nutrition, Mental Health support staff, if applicable.
  - The purposes of this meeting are as follows:
  - Introduce Head Start staff to the parents
  - Review the progress of the child with the parents while the child is enrolled in EHS
  - Introduce the parents to the Head Start staff
  - Establish an Individual Transition Plan with action steps, timelines, persons responsible for specific action steps, and follow-up meeting
  - Create and review classroom visits schedule
  - Schedule a meeting between the Center Director, the Curriculum Specialist, and the Social Worker to develop a classroom visits schedule for the EHS child. This schedule will then be forwarded to the EHS primary caregiver and the HS Teacher
  - Scheduled classroom visits will begin one week after the Individual Transition Planning Meeting and these visits will be documented on the Transition Classroom Visit Log.
5. The child will visit the HS classroom accompanied by his/her EHS primary caregiver once per week for a minimum of 3 months following the completion of the Individual Transition Planning Meeting. Each classroom visit will last from 15-30 minutes which will take place at different times throughout the morning daily schedule for the child to be gradually introduced to the HS daily schedule.

6. The HS classroom visit will involve the EHS child visiting the classroom on their own from 15 minutes duration. If the EHS child is not able to visit the classroom alone and feels uncomfortable, the primary EHS caregiver will allow the child to return and attempt to repeat this visit in 2 weeks.
7. The child will continue to visit the HS classroom 3 months prior to his/her actual HS transition. The visits will start out as 15-minute durations and increase up to 2 hours as the child nears full transition.
8. HS classroom visits will continue until the EHS child has fully transitioned and has been enrolled in an available HS slot.
9. Each EHS transition will take several circumstances into consideration:
  - EHS child's developmental level
  - EHS child's health and disability status
  - EHS child's learning progress
  - EHS child's family circumstances

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

10. Initiate the process of assisting families in becoming their child's advocate during the enrollment process.
11. Partner with an elementary school to ensure that HS children visit a kindergarten classrooms at least one time before leaving Head Start.
12. Schedule and participate in meetings with elementary school principals to discuss the following:
  - The types of records needed for children to register
  - The dates in which registration will occur
  - Meetings are scheduled and conducted between HS teachers and kindergarten teachers to discuss and establish expectations
  - Identify specific activities and strategies for preparing parents and children for successful transitions to Kindergarten
  - Development of community partnerships
13. Provide education and training to parents on how to exercise their rights and responsibilities concerning the education of their child in the school setting, and how to effectively communicate with teachers and other school personnel on decisions related to their child's education.
14. Encourage parents and children to participate in transition meetings and activities with Program staff and elementary staff.
15. Provide transition tips to parents during Parent Committee Meetings and other family engagement activities. These transition tips will assist parents in preparing their children for elementary school and parents will learn how to advocate for their children and make decisions related to their child's education.
16. During the last scheduled home visit, HS teachers will discuss each child's needs and abilities and encourage parents to participate in suggested home activities during the summer, as well as inform children through communication that they will be transitioning to a new environment.
17. Provide parents of children transitioning to kindergarten with a transition packet in the month of May to include their child's physical exam, immunization record, Individual Education Plan (IEP) if applicable, the Galileo assessment report, and summer learning activities.
18. During the transition process, parents of children transitioning out of Head Start will have access to their child's folder only.

## Parent Orientations

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

## **9 CHILD RECORDS**

School Board must:

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart C.
2. Conform with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and HIPAA, when applicable.
3. Conform to the HSPPS Part 1303 Subpart C including, 1303.20 Establishing procedures, 1303.21 Program procedures-applicable confidentiality provisions 1303.22 Disclosures with, and without parental consents, 1303.23 Parental rights, 1303.24 Maintaining records.
4. Conform to the Program's Database Information Systems and electronic platforms for the collection and reporting of data on Program children and families, to include measuring outcomes; as well as staff.
5. Use and fully implement the County's selected database systems and electronic platforms.
6. Have the technical capabilities to adequately meet the needs of the Program technical requirements of the software applications. This includes providing staff with the appropriate equipment (including computer hardware, software, hot spot, telephone); other office equipment and supplies, with capability of working remotely if necessary.
7. Prepare, retain and permit County staff to inspect all records, as required by DHHS, in the manner authorized by conditions in the DHHS grant or as the County deems necessary.
8. Permit the County's staff to monitor all facilities, services, staff, and participant children and their families' records at any time during Program operation.
9. Provide documentation to the County identifying the School Board's non-federal resources, either in cash or in-kind,

in an amount equivalent to a minimum of 25% of the total approved Program federal budget amount for the School Board.

10. Transfer the School Board's activities, records, and any assets purchased with funds under this Program to an entity as determined by the County, in the event of contract termination.
11. Adhere to confidentiality requirements to protect information collected, managed or analyzed by the Program (including: the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment). The School Board shall not use or disclose any information concerning a recipient of services herein for any purpose not in conformity with Head Start Program Regulations, or other applicable law, except with written consent from the recipient's responsible parent or guardian, when authorized by law.

## **10 REPORTING REQUIREMENTS**

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

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

- Education Monthly Monitoring;
- Parental Involvement Report;
- Disability Monthly Report and Pipeline Report;
- Mental Health Summary Report from contracted Mental Health Consultants;
- Staffing Patterns;
- Vacancy Reports;
- Attendance Report, if Average Daily Attendance is below 85%, for each Center;
- Corrective Action plans for any identified compliance issues or areas of concern identified by the County by the due date;
- Monthly Expenditure and In-Kind Report, due the 10<sup>th</sup> working day of the month, to include: program income and expenses detailed on a spreadsheet attachment listing entity for each service (e.g., Head Start and Early Head Start services, Early Head Start Expansion, and/or Child Care Partnership Agreement) and supporting documentation;
- Board of Director's meetings held and their respective minutes and attachments including, at minimum, monthly financial statements, Child Care Food Program, and credit card statements.
- Policy Committee meetings held and their respective minutes and attachments including, at minimum, monthly financial statements, Child Care Food Program, and credit card statements; and
- Other supporting documents that may be requested by County staff regarding services rendered for the program.

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

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

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

The School Board must submit a completed SF-428 (Tangible Personal Property Report) as part of the closeout report. Tangible Personal Property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. The School Board must disclose any acquired equipment with acquisition cost of

\$5,000 or more and residual unused supplies with total aggregate fair market value exceeding \$5,000.

The School Board must submit a completed SF-429 (Real Property Standard Form) that relates to real property as part of the closeout report. This form is required annually to report the status of real property purchased, constructed or

subject to major renovations paid for in whole or in part with Head Start funds (Covered Real Property); real property claimed as a match for a Head Start award; and/or the absence of any Covered Real Property.

### 3. Incident Reporting:

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

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

- (A) Any reports regarding agency staff or volunteer compliance with federal, state, tribal, or local laws addressing child abuse and neglect or laws governing sex offenders;
- (B) Incidents that require classrooms or centers to be closed for any reason;
- (C) Legal proceedings by any party that are directly related to program operations; and,
- (D) All conditions required to be reported under HSPPS, Part 1304.12, including disqualification from the Child and Adult Care Food Program (CACFP) and license revocation.
- (E) Any suspected or known maltreatment or endangerment of a child by staff, consultants, contractors, and volunteers under § 1302.90(c)(1)(ii);
- (F) Serious harm or injury of a child resulting from lack of preventative maintenance;
- (G) Serious harm, injury, or endangerment of a child resulting from lack of supervision; and,
- (H) Any unauthorized release of a child.

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

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

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

School Board must ensure that all staff are trained to implement reporting procedures in § 1302.102(d)(1)(ii).

### Content Covered:

1. **Legal & Program Reporting Requirements**
  - a. Mandated reporting laws (state/federal)
  - b. Step-by-step procedures for making a report
2. **Documentation of Investigations**
  - a. How to prepare and submit written status updates
  - b. Required documentation (police reports, DCF reports, internal actions)
3. **Confidentiality Rules**
  - a. Protection of child/family records
  - b. Secure handling of reports
4. **School Board Responsibilities**
  - a. Staff roles during investigations
  - b. Actions to ensure child safety during investigations
5. **Compliance & Consequences**
  - a. Review of monitoring process
  - b. Disciplinary actions for failure to report or provide updates

**11. ADDITIONAL REPORTING REQUIREMENTS****1. Other Reports**

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

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

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

**3. Board of Directors' Resolution**

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

**4. IRS Documentation**

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

**12. FORMAL STRUCTURE**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1301 Program Governance, as may be amended.
2. Establish and maintain a formal structure for program governance that includes a Governing Body (or Board of Directors), a Policy Committee, and a Parent Committee for each center as early in the Program Year as possible. The Governing Body, Policy Committee, and Parent Committee must be clearly identified, hold regularly scheduled meetings, and maintain accurate minutes which reflect Head Start parent participation, educational activities, and financial records.
3. Ensure that members of the Governing Body and Policy Committee do not have a conflict of interest in accordance with section 642(c) of the Act and are not current employees of the School Board. Parents who occasionally serve as substitutes may serve on the Policy Committee.
4. **Governing Body:** Establish a Governing Body (or Board of Directors) in accordance with the requirements specified in section 642(c)(1)(B) of the Act. A copy of the roster, to include members, addresses, email addresses, and phone numbers must be submitted to the County at the beginning of each program year. Governing Body (or Board of Directors) meeting minutes must be submitted to the grantee 30 days after each meeting. The Governing Body is responsible for the following activities:
  - a. has legal and fiscal responsibility for administering and overseeing the program(s), including the safeguarding of Federal funds;
  - b. adopt practices that assure active, independent, and informed governance of the School Board, and fully participate in the development, planning, and evaluation of the Head Start program(s) involved;
  - c. be responsible for ensuring compliance with Federal laws (including regulations) and applicable State, tribal, and local laws (including regulations); and
  - d. be responsible for other activities, including:
    - i. establishing procedures for recruitment of children;
    - ii. reviewing all applications for funding and amendments to applications for funding.
  - e. establishing procedures and guidelines for accessing and collecting information from the Policy Committee;
    - i. reviewing and approving all major policies of the School Board, including--
      1. the annual self-assessment and financial audit;
      2. progress in carrying out the programmatic and fiscal provisions in such agency's grant application, including implementation of corrective actions; and
      3. personnel policies of School Board regarding the hiring, evaluation, termination, and compensation of School Board employees;
    - ii. developing procedures for how members of the Policy Committee are selected;
    - iii. approving financial management, accounting, and reporting policies, and compliance with

- laws and regulations related to financial statements, including the--
    - 1. approval of all major financial expenditures of the School Board;
    - 2. annual approval of the operating budget of the School Board;
    - 3. selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors who shall report all critical accounting policies and practices to the governing body; and
    - 4. monitoring of the School Board's actions to correct any audit findings and of other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices;
  - iv. reviewing results from monitoring conducted including appropriate follow-up activities;
  - v. approving personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the School Board;
  - vi. establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving--
    - 1. any conflict of interest, and any appearance of a conflict of interest, by members of the governing body, officers and employees of the School Board, and consultants and agents who provide services or furnish goods to the School Board; and
    - 2. complaints, including investigations, when appropriate; and
    - 3. to the extent practicable and appropriate, at the discretion of the governing body, establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Head Start program involved.
2. **Policy Committee:** The School Board's Policy Committee will be responsible for the direction of the Head Start program at the School Board. The Policy Committee must approve and submit to the Governing Body decisions about each of the following activities, in accordance with Section 642(c)(2)(D) of the Act:
- i. Activities to support the active involvement of parents in supporting program operations, including policies to ensure that the School Board is responsive to community and parent needs.
  - ii. Program recruitment, selection, and enrollment priorities.
  - iii. Applications for funding and amendments to applications for funding for programs
  - iv. Budget planning for program expenditures, including policies for reimbursement and participation in Policy Committee activities.
  - v. Bylaws for the operation of the Policy Committee.
  - vi. Program personnel policies and decisions regarding the employment of program staff.
  - vii. Including standards of conduct for program staff, contractors, and volunteers and criteria for the employment and dismissal of program staff.
  - viii. Developing procedures for how members of the Policy Committee will be elected.
3. Submit Policy Committee meeting minutes to the County 30 days after each meeting.
4. Submit the names of the elected Policy Committee members, Parent Committee Officers, and Policy Council Representatives by September 22<sup>nd</sup> of each Program Year.
5. Share accurate and regular information to the Governing Board and Policy Committee about program planning, policies, and Head Start and School Board operations, including
- i. Monthly financial statements, including credit card expenditures;
  - ii. Monthly program information summaries;
  - iii. Program enrollment reports, including attendance reports for children whose care is partially subsidized by another public agency;
  - iv. Monthly reports of meals and snacks provided through programs of the Department of Agriculture;
  - v. The financial audit;
  - vi. The annual self-assessment, including findings related to such assessment;
  - vii. The communitywide strategic planning and needs assessment of the Head Start Agency, including any applicable updates;
  - viii. Communication and guidance from the Secretary; and

## ix. The program information reports

6. Parent Committee - Establish a parent committee comprised of parents currently enrolled for each center early in the Program Year. The School Board must ensure that parents of currently enrolled children understand the process for elections to the Miami-Dade County Policy Council and School Board Policy Committee and other leadership opportunities, in accordance with HSPPS Part 1301.4.
  - a. Ensure parent committees carry out the following minimum responsibilities:
    - i. Advise staff in developing and implementing local program policies, activities, and services to ensure they meet the needs of children and families;
    - ii. Have a process for communication with the Miami-Dade County Policy Council and School Board Policy Committee; and
    - iii. Within the guidelines established by the School Board's Governing Body and Policy Committee, participate in the recruitment and screening of Early Head Start and Head Start employees.
7. Ensure appropriate training and technical assistance or orientation to the Governing Body, and any advisory committee members, Policy Committee, and Parent Committees, including training on Head Start Program Performance Standards, and eligibility training, to ensure the members understand the information they receive and can effectively oversee and participate in the programs in the School Board.



**ATTACHMENT A****CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED  
AFFIDAVIT**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of Dade County Public Schools (DCPS) for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)</p> <p>School Board Legal Company Name</p> <p>of <a href="#">Section 287.138, FS</a>.</p> <p>Pursuant to <a href="#">Section 92.525, F.S.</a>, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p> <p>Print Name of DCPS Authorized Representative: _____</p> <p>Title of DCPS Authorized Representative: _____</p> <p>Signature of DCPS Authorized Representative: _____</p> <p>Date: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ATTACHMENT B****KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the School Board (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

\_\_\_\_\_ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Dade County Public School Authorized Representative:

Title of Dade County Public School Authorized Representative:

Signature of Dade County Public School Authorized Representative:

Date: