**HEAD START SERVICES**

**CONTRACT**

**BETWEEN**

**COMMUNITY COORDINATED CARE FOR CHILDREN (4C), INC.**

**3500 WEST COLONIAL DRIVE**

**ORLANDO, FLORIDA 32808**

**AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Center or Business

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Licensed Name (If different from above)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Zip Code

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Owner/Operator Phone Number

 License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT TERM**

**August 1, 2014 – June 30, 2015**

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT THOROUGHLY BEFORE YOU SIGN. THE ITEMS CONTAINED ON THIS FACE PAGE RELATE TO VARIOUS PARAGRAPEHS CONTAINED WITHIN THE CONTRACT

 This **CONTRACT** is entered into between **COMMUNITY COORDINATED CARE** **FOR CHILDREN, INC**. hereinafter referred to as **4C**, and**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereinafter referred to as **PROVIDER** for Head Start (**EHS**) services effective **August 1, 2014** or upon execution of this contract, which ever is later, and ending on **June 30, 2015**.

 **4C** will have the option to renew this contract for up to four (4) additional twelve month terms or for a specific term period, upon written notification to **PROVIDER** prior to termination of initial term and each term thereafter. Each notification must be signed by both parties.

 This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

 **NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties to this Contract agree as follows:

**I. SCOPE OF SERVICES – PROVIDER**

**A. PROVIDER SERVICES TO HEAD START (EHS) CHILDREN**

1. Provide services to a minimum of two (2) and a maximum of eight (8) **EHS** children. [The number of enrolled children to be determined by **4C EHS**, based upon community need, Performance Standards requirements, and limitations of the State licensing agency];
2. Provide six (6) Teacher-Child instructional hours per day for a minimum of 200 days or a maximum of 218 days for initial contract year and for a maximum of 240 days for each additional contract renewal term thereafter.
3. Provide two (2) hours of compensated Teacher planning times per instructional day for a minimum of 200 days or a maximum of 218 days for initial contract year and for a maximum of 240 days for each additional contract renewal term thereafter.
4. Document **EHS** child attendance using an **EHS** *Daily* *Sign in Sheet* provided by the assigned **4C** Family Advocate. On a daily basis, parents will sign in and sign out their children;
5. Adhere to the **4C** **EHS** enrollment capacities for Centers, Licensed Family Child Care Homes, and/or Large Licensed Family Child Care Homes:

[Centers – a minimum of two (2) and a maximum of eight (8) **EHS** children birth to three (3) years of age \*];

[Licensed Family Child Care Homes – a minimum of two (2) and a maximum of four (4) **EHS** children birth to three (3) years of age\*];

[Large Licensed Family Child Care Homes – a minimum of two (2) and a maximum of eight (8) **EHS** children three (3) to five (5) years of age;

1. Adhere to Head Start Performance standard requirement for Center-based facilities, that no more than eight (8) children birth to three (3) years of age in any one group;
2. Place and maintain two (2) paid and properly credentialed personnel with each group of **EHS** children, whether supervising eight (8) children or just one (1) child;
3. Ensure that any/all substitute instructional personnel used in providing **EHS** services has the proper credentials;
4. Provide infant formula, baby food, meals and snacks daily meeting USDA Child Care Food Program (CCFP) requirements. Children must be fed following USDA CCFP guidelines for formula and baby food, meals and snack times. Parents are not required to provide food;
5. Supply and provide all infant and toddler diapers, pull-ups, wipes, and all necessary hygiene materials for all **EHS** children. **EHS** parents are not required to provide these. (Parents may be asked to supply special bedding for rest time, as well as an extra set of clothing and/or footwear.);
6. Consistently and appropriately implement and utilize the *Creative Curriculum for Infants and Toddlers and Two’s 2nd Edition ;*
7. Conduct a developmental screening for each **EHS** child, using the *Developmental Assessment for young Children (****DAYC****)*, or other approved screening instrument, as instructed by **4C** **EHS** Personnel. Screenings for each **EHS** child must be completed no more than forty five (45) calendar days from the first day of each child’s entry into the program (actual presence in the classroom);
8. Record and maintain a minimum of one (2) anecdotal per week, per **EHS** child, using *Teaching Strategies Gold*. **PROVIDER** must print record and keep in each Child’s files as appropriate. Complete *Teaching Strategies GOLD* *Child Assessment Portfolio* four (4) times during the program year, under the instruction and guidance of the **4C** Education Specialist;
9. Implement any other assessment tool as required by the **4C** **EHS** program. Appropriate training to be provided by **4C**;
10. Maintain a clean, safe, well equipped, indoor and outdoor environment that conforms to all Department of Children and Families (**DCF**) Standards and **EHS** monitoring tools used by **4C** **EHS** Support Personnel;
11. Arrange the scheduling of and provide compensation for teacher training opportunities / in-service hours throughout the year.

**B. PROVIDER SERVICES TO EHS FAMILIES**

1. Under the guidance of **4C** Quality Assurance (**QA**) Personnel , **EHS** Teachers will conduct a minimum of two (2) home visits and complete all required **EHS** Home Visit information forms for each child;
2. Under the guidance of the **4C QA** Personnel , **EHS** Teachers will conduct two (2) Parent-Teacher conferences and complete all required **EHS** information forms for each child;
3. Provide opportunities to fully involve parents in the program, welcome all parents as visitors, and encourage parents to participate with children in activities;
4. Encourage parents to volunteer both in the classroom and in various ways to generate a minimum of one (1) hour of In-Kind per child/family per day;
5. Encourage and assist parents to regularly completeage appropriate ***Home-Connection*** education activities and return to classroom teachers weekly;
6. Maintain all required records and forms, and report to the assigned **4C** Family Advocate information on volunteering and other activities related to parent involvement;
7. Under the guidance of the assigned **4C** Family Advocate or other authorized **4C** personnel, schedule and host monthly parent committee meetings at the facility or other location acceptable to all participants. (At the first meeting, an **EHS** parent is selected by other **EHS** parents to represent the facility at monthly Policy Council meetings. Policy Council representatives are required by Head Start Performance Standards to approve policies, budgets, new hires, terminations, and other programmatic decisions.); and,
8. Provider **will not** transport **EHS** children via motor vehicles during contracted **EHS** hours of operation for any reason.

**C. PROVIDER ADMINISTRATIVE REQUIREMENTS**

***Failure to comply with any of the requirements listed below is grounds for termination of this Contract.***

1. Allow **4C** **EHS** Support Personnel or Federal, State or local auditors and **4C** approved third party agencies to visit **EHS** Sites to perform service related functions, with or without prior notification. The Provider has the right to ask for a picture ID for verification purposes, if not automatically provided. Failure to allow access will result in termination of this Contract;
2. Comply with Head Start Performance Standards requiring **EHS** teaching staff to maintain current First Aid/Pediatric CPR certifications and to keep TB tests and physicals current within two (2) years. This will be monitored and tracked by the **4C** **QA** Personnel;
3. Maintain a current childcare license or other legal authorization to operate. Provide as an Attachment to this Contract, a copy of a current license or other official documentation to operate. **4C** must be provided with a copy of the updated license upon renewal;
4. Maintain a broad form insurance policy, including coverage for Child Molestation and Abuse at the following levels: General Liability - $1,000,000 each occurrence and $2,000,000 aggregate; Sexual Molestation and Abuse - $1,000,000 each occurrence and $1,000,000 aggregate;
5. Maintain Workers’ Compensation insurance coverage at the statutory limits of $100,000/$100,000/$500,000;
6. Maintain Automobile Liability coverage at a minimum Combined Single Limit coverage of $500,000;

1. Provide evidence of endorsements or blanket endorsement listing Community Coordinated Care for Children, Inc. (**4C**) as *Additional Insured* (General Liability and Automobile) and Waivers of Subrogation (General Liability, Automobile, and Workers’ Compensation). The form must list **4C** as *Additional Insured*, not merely as ‘Certificate Holder’;
2. Adhere to a drug-free work place policy, which may be monitored by the **4C** Health Specialist or other authorized **4C** **EHS** personnel;
3. Provide administrative materials and equipment including: landline telephone, fax machine, scanner, copy machine, and computer with internet accessibility. All equipment must be operable and maintained in good working condition throughout the program year;
4. Maintain attendance, personnel records, and documents in accordance with generally accepted accounting procedures which accurately reflect all expenditures of funds provided under this Contract. These records shall be subject to the inspection or audit by State, Federal, and other duly authorized personnel. It is expressly understood that evidence of the Provider’s refusal to comply with these provisions shall constitute a breach of Contract;
5. Retain all financial records, statistical records, supporting documents, including attendance and sign in/sign out sheets signed by parents, and any other documents pertinent to this Contract for a period of 7 years following the end of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings;
6. Assume all responsibility for costs incurred in the performance of the services included in this Contract, including acquisition of supplies, telephone, computer service, other expenses necessary, and compliance with government requirements;
7. Maintain confidentiality – **PROVIDER** shall not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with Head Start and State human resource regulations (HRMS 50-1), except on written consent of the recipient, or his/her responsible parent or guardian when authorized by law; and,
8. Comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the American with Disabilities Act of 1990.

**D. PROVIDER STAFFING AND CREDENTIALING REQUIREMENTS[[1]](#footnote-1)**

1. Ensure that all direct instructional personnel (**EHS** Teachers) complete the DCF 10-hour *Infant and Toddler Developmentally Appropriate Practices* training module, as in-service or as part of required **DCF** State mandated training;
2. Ensure that all **EHS** Teachers, including “floaters” and “substitutes”, possess a valid CDA with an Infant and Toddler endorsement.
3. Agree to have **PROVIDER** personnel attend in-service training throughout the year, as designated by **4C** **EHS** Program Manager, Education Coordinator, Education Specialist, **QA** Personnel, or other authorized **4C** **EHS** personnel;
4. Ensure that all **EHS** direct instructional personnel complete **DCF** Staff Credential Verification process (#5211/#5206). Directions and forms available at http://www.myflfamilies.com/service-programs/child-care/staff-credential
5. Provide **4C QA** Personnel with accurate and up-to-date records for all **EHS** Teachers, floaters, substitutes and volunteers, including verification of necessary background screenings and Affidavits of Good Moral Character. Background clearance for each **EHS** staff must be received by the **4C** **QA** Personnel **before** a Teacher or volunteer may begin working with **EHS** children;

1. Notify **4C** **EHS** in writing, within two (2) working days of any/all personnel changes of individuals working with **EHS** children during the course of this Contract and provide the **EHS** **QA** Personnel with credentials on new **EHS** staff(s);
2. Allow **4C** Education Specialist to regularly monitor curriculum compliance, conduct Toddler Classroom Assessment Scoring System (**CLASS)** observation to ensure that Head Start Performance Standards are being met and /or the ITERS (Infant and Toddler Environmental Rating Scale)/FCCERS (Family Childcare Environmental Rating Scale). If there is any indication that Head Start Performance Standards are not being adequately met, a Quality Improvement Action Plan and technical assistance will be initiated by **4C** Education Specialist. **4C** Education Specialist will track and monitor improvement progress over a designated period of time. **PROVIDER**’s failure to participate in and successfully complete a Quality Improvement Action Plan shall be considered in breach of Contract and will result in the termination of this Contract by **4C**. **4C**’s decision in this matter will be final; and,

1. Any violation of Florida Child Care Statute will be reported to the Department of Children and Families, as required by law. Any noncompliance of Head Start Performance Standards identified by the **EHS** personnel conducting the visit will result in a *Corrective Action Plan*, which will include a time frame for completion/correction/implementation not to exceed ten (10) calendar days. Failure to implement correction(s) in the required time, or a repeat finding will result in termination of this Contract

**II. SCOPE OF SERVICES – 4C**

**A. 4C SUPPORT RELATED TO EHS CHILDREN**

1. **4C QA** Personnel will create a preliminary, county-specific calendar of the planned two hundred and forty (240) instructional days for initial contract year and two hundred and thirty (230) instructional days for each additional contract term , and the closure days for payment purposes;
2. Assigned **4C** Family Advocate will provide an **EHS** parent *Daily* *Sign In & Sign Out* template to **PROVIDER**, along with instructions for use;
3. Assigned **4C** Family Advocate will provide a scanner for attendance purposes.
4. **4C EHS** Support Personnel will provide other templates, as applicable, along with instructions for use;
5. Provide *Creative Curriculum for Infants, Toddlers and Two’s 2nd Edition,*  materials and training so **PROVIDER** can successfully implement an effective and sustainable age-appropriate **EHS** program;
6. Provide materials and training for using *Teaching Strategies GOLD**Child Assessment Portfolio*;
7. Provide training and support using, **DAYC** so **PROVIDER** can accurately conduct developmental and sensory screening for each **EHS** child within the required forty five (45) calendar days of initial enrollment;
8. Provide materials, training, and support in the use of any other subsequent or substitute assessment or screening tool;

**B. 4C SUPPORT RELATED TO EHS FAMILIES**

1. Provide training to **PROVIDER**/parents, conducted by **4C EHS** Personnel in their area of expertise (Parent Engagement, Education, Health, Nutrition, Mental Health, and Disabilities), requested by **PROVIDER** or recommended by **4C** (as available);
2. Assist **PROVIDER** in facilitating monthly parent committee meetings at their sites;
3. Provide training to **PROVIDER** and families regarding Program Governance, so they may understand and support the purpose of the Policy Council and the parent committee.
4. Provide resource materials and ideas to assist **PROVIDER** in meeting their In-Kind requirement.

**C. 4C SUPPORT RELATED TO PROVIDER ADMINISTRATIVE REQUIREMENTS**

1. Provide training and/or technical assistance to **PROVIDER** related to compliance with standards, polices, procedures, Head Start Act, directives from the Office of Head Start, In-Kind requirements, or regulations of the local monitoring agencies;
2. Provide the templates of forms that the **PROVIDER** should use when preparing their Deliverables. Provide instructions on the use of the forms as necessary;
3. Provide guidance, quality improvement assistance, recommendations, and/or training requested by or recommended by authorized **4C EHS** personnel for the **PROVIDER**;
4. Conduct unannounced and/or announced site visits and provide recommendations to **PROVIDER**; and,
5. Conduct a program evaluation using ***Toddler CLASS or ITERS/FCCERS***and provide a *Quality Improvement Summary* indicating areas of strength, areas needing improvement, or items requiring corrective action.

**III. DELIVERABLES - PROVIDER**

**A. PROVIDER DELIVERABLES RELATED TO SERVICES TO CHILDREN**

1. If an **EHS** child is absent for three consecutive days without parent contact (unexcused absences) **PROVIDER** must, by 3:00 PM on the third day, email the assigned **4C** **EHS** Family Advocate;
2. Submit, at least two weeks in advance to **4C** **EHS** Education Specialist, a completed *Creative Curriculum Weekly Experience Plan.* Make any changes and/or corrections to the *Weekly Experience Plan* as directed by **4C** **EHS** Education Specialist prior to implementation; and,
3. Ensure **EHS** staff follows through with activities and interactions recommended by other professionals (medical doctors, therapists, educators, etc.) to support the goals identified on Individualized Family Service Plans (**IFSP**) for children with identified disabilities, and attend **IFSP** meetings, as needed.

**B. PROVIDER DELIVERABLES RELATED TO SERVICES TO FAMILIES**

1. Provide copies of monthly communication newsletters or bulletins to assigned **4C** Family Advocate;
2. Provide, at least monthly, to assigned **4C** Family Advocate, copies of agendas, minutes, sign-in sheet, for any/all monthly parent meetings, parent trainings, or special events planned/hosted/facilitated by **PROVIDER**. Ensure that assigned **4C** Family Advocate receives copies of agendas, sign in sheets, and minutes of any other parent related meetings at the site;
3. Ensure that all documentation of In-Kind services is accurately completed, including parent and staff signatures in blue ink only. This would include forms related to parent involvement, classroom volunteerism, allowable donations, and home connection learning experiences (*In Class In-Kind Records, Donated Goods and Services, and Home Connections)*.

**C. PROVIDER DELIVERABLES RELATED TO ADMINISTRATIVE & FISCAL REQUIREMENTS**

1. Provide proof of required insurance(s) ***prior*** to Contract execution. Prior to expiration of any insurance, **4C** must be provided with a copy of renewal certificate. Any lapse in insurance is grounds for immediate termination of this Contract;
2. Provide a copy of the current license to operate. **4C** must be provided with a copy of updated licenses upon renewal. Failure to maintain licensure is grounds for immediate termination of this Contract;
3. Submit documentation that **PROVIDER** participates in a USDA Food and Consumer Services approved child nutrition program, as well as a copy of an inspection or monitoring report conducted within the last twelve (12) months;
4. Provider agrees to use invoice template provided by 4C and to submit accurately completed invoices not later than by the 2nd business day of the month following the month of service. For payment purchases invoices must be submitted to:

Community Coordinated Care for Children, Inc.

Attn: Accounts Payable Department

3500 West Colonial Drive, Orlando, FL 32808

Invoices submitted with other documents, i.e. Food Program documents, School Readiness and/or VPK attendance sheets or School Readiness or VPK Related documents will **not** be accepted. Invoices may not be left in **4C**’s after-hours drop boxes. Fax or other electronic versions of the invoice are **not** acceptable. Invoices submitted to personnel other than **4C** Accounts Payable staff located at the referenced address are **not** acceptable.

1. Provide **4C** with accurate and up-to-date records of all direct instructional personnel and volunteers working with **EHS** children, including verification of necessary background screening documents. Personnel and volunteers may not begin working with **EHS** children until the background clearance and credential verification has been received;
2. Notify 4C within two (2) working days of any and all direct instructional personnel changes of individuals working with **EHS** children during the course of this Contract and provide **4C** with credentials on the new instructional personnel;
3. If there is an instance of noncompliance to an element of the Contract, **PROVIDER** will be required to complete a *Quality Improvement Action Plan* or a *Corrective Action Plan*, depending upon the infraction. **4C QA** Personnel or **4C EHS** Program Manager will regularly track and monitor progress of the plan, which will include a time frame for completion/implementation not to exceed ten (10) calendar days. Failure to implement improvements in the required time *or committing a repeat* noncompliance will terminate this Contract;
4. Submit to **4C** **EHS** Director, **4C EHS** Program Manager, or **4C QA** Personnel, all requested management and program data for inclusion in **4C HS/EHS** Annual Report;
5. Report by telephone to **4C** **EHS** Program Manager any/all unusual accidents or incidents[[2]](#footnote-2) that involve any **EHS** child(ren) within one hour of the occurrence(s);
6. Complete a written *Accident / Incident Report* for all accidents or incidents involving an **EHS** child. Copy of written report shall be forwarded to **4C** **EHS** Program Manager within twenty four (24) hours of the incident;
7. Provide copies of any/all inspection reports conducted in a given month by such agencies as **DCF**, Fire Department, Early Learning Coalition, Food Program, etc. to **4C QA** Personnel at **4C** corporate offices located at: 3500 West Colonial Drive, Orlando, 32808;
8. Report by telephone to **4C** **EHS** Program Manager any violations of Florida Statutes and Administrative Codes at the time of any **DCF** inspection for licensing, renewal or complaint. Any Licensing Standard Violation at the Class 1 Level, as identified in the Child Care Facility Standards Classification Summary will result in the immediate termination of the Contract;
9. Report any suspected child abuse and neglect or allegation of child abuse and neglect to the Florida Abuse Hotline (1-800-962-2873 / 1-800-96ABUSE); Department of Children and Families (**DCF**), and **4C EHS** Program Manager. All reports must be supported by written documentation on a *Complaint Form*. Copy of form shall be emailed immediately to **4C EHS** Program Manager. Child abuse charges against **PROVIDER** that are confirmed by **DCF** or other investigative entity, such as the county sheriff’s department or Child Protective Services, will be considered a breach of Contract and will result in immediate termination of the Contract;
10. Attend a mandatory *In-Kind Orientation* training session during the first thirty (30) days of the Contract period. Regularly collect, document (on approved forms), and contribute allowable In-Kind;
11. Submit completed, accurate In-Kind forms to assigned **4C** Family Advocate or other authorized 4C **EHS** personnel on a monthly basis, on or before the 5th of the month for the prior month; and,
12. Return any furniture, materials, or property paid for with federal funds by **4C EHS** if at any time, or for any reason, sub-contracted **EHS** services are no longer provided. If **4C** **EHS** items cannot be produced or are in unusable condition, **PROVIDER** will pay for reasonable cost of replacement.

**IV. DELIVERABLES – 4C**

**A. 4C DELIVERABLES RELATED TO SERVICES TO CHILDREN**

1. Provide monthly payment to **PROVIDER** according to the following schedule:
2. **$35.00** per **4C** authorized, eligible, enrolled child per instructional day, up to a minimum of 200 days and a maximum of 218 instructional days for initial contract term and a maximum of 240 instructional days for each additional contract renewal term thereafter;
3. **$40.00** per **4C** authorized, eligible, enrolled child with an identified disability per instructional day, up to a minimum of 200 days and a maximum of 218 days for initial contract term and a maximum of 240 instructional days for each additional contract renewal term thereafter. To qualify for **PROVIDER** payment at this level, the child must have an Individual Family Service Plan (**IFSP**) in place. The IFSP must be written by the Part C provider, commonly known as Early Steps.
4. Provide child file folders and templates, such as forms for daily parent sign in, monthly attendance reporting, invoicing, weekly lesson planning, anecdotal recording, assessments, transition planning, and others as deemed necessary by **4C**;
5. Provide Child Plus Attendance scanner equipment;
6. Supply furniture, on a individual bases on available 4C inventory;
7. Supply dental hygiene supplies (toothpaste, tooth brushes and tooth brush storage);
8. Provide all screening and curriculum assessment materials and training to **PROVIDER**; and,
9. Provide approved, eligible **EHS** children to **PROVIDER** to reduce vacancies.

**B. 4C DELIVERABLES RELATED TO SERVICES TO FAMILIES**

1. Submit to **PROVIDER**, an ***EHS*** *Program Operating Calendar* of the planned initial contract year instruction days, and the planned *EHS Program Operating Calendar* for each contract term thereafter, with the closure days prior to the beginning of each program year. Any/all requests for changes to the calendar must be submitted in writing within thirty (30) calendar days to **4C QA** Personnel. Changes must be approved prior to effective date of change;
2. Make family contact whenever a child is absent for three (3) or more consecutive days and complete a record of the contact;
3. Provide In-Kind documentation forms and classroom volunteer sign in sheets to the **PROVIDER** on an at least monthly basis;
4. Provide a Community Resource Directory and Family Handbook to parents;
5. Provide resource material to **PROVIDER** to distribute to Head Start families;
6. Provide training to **PROVIDER** and families regarding program governance, so they may understand and support the purpose of **4C**’sPolicy Council and the parent committee; and,
7. Provide opportunities for parents to participate on **4C**’s Policy Council.

**C. 4C DELIVERABLES RELATED TO ADMINISTRATIVE REQUIREMENTS**

1. Provide templates of forms as requested by **PROVIDER** or recommended by **4C EHS** Support Personnel for any of the items listed above in Section III, letter C;
2. Provide communication received from the Office of Head Start, such as Information Memoranda (IMs), Program Instruction (PIs), and Policy Clarifications made available on the Office of the Administration for Children and Families Early Childhood Learning & Knowledge Center (ECLKC) website: [http://eclkc.oEHS.acf.hEHS.gov/EHSl](http://eclkc.ohs.acf.hhs.gov/hsl);
3. Assist in getting printed material, such as Head Start Performance Standards, Head Start Act 2007, **EHS** Policies and Procedures, human resource related materials, updates to Florida Child Care Statutes (Sections 402.26-402.319), and Florida Child Care Administrative Code Chapter 65C-20.

**V. PAYMENT TERMS**

1. **PROVIDER** will mail a monthly Invoice to **4C** Accounts Payable, using the instructional per day rate for each **4C** authorized **EHS** child enrolled. For prompt payment, 4C must received invoices no later than the 2nd business day of the month following the provision of EHS Services. Invoices must be submitted on **4C EHS** provided template and include:
2. **PROVIDER**’s facility name, address and month of Service;
3. **PROVIDER**’s county where services were provided;
4. the names of each enrolled **EHS** child and the original signature of an authorized agent of **PROVIDER**;
5. the daily rate for each **EHS** Child ($35 or $40)
6. indication of valid **IFSP** or not, and;
7. how many instructional days **PROVIDER**’s facility was open for Head Start Services.

Program funds will not be available to honor payments for invoices received after July 2 for each contract year for services performed for the period ending **June 30** of each contract year.

1. No corrections will be made to invoices. **PROVIDER** will be contacted by telephone and informed of any discrepancy or calculation error. **PROVIDER** will be required to resubmit a corrected invoice (See V. A. above).
2. **PROVIDER** will return to **4C** any overpayment due to unearned funds or funds disallowed pursuant to the terms of this Contract;
3. **4C** reserves the right to withhold payment for all **EHS** children enrolled (at the daily rate of **$35.00/$40.00** per child) for any day in which a program or classroom is determined to be non-compliant with any terms of this Contract.

**VI. CONTRACT TERMS**

1. **PROVIDER** will diligently, conscientiously and competently uphold and perform the promises and representations made in its response to REQUEST FOR PROPOSAL EHS#14-19 provided to 4C on or about July 07, 2014.
2. **TERMINATION:**
3. Breach: **4C** may, by written notice to **PROVIDER**, terminate this Contract for breach of its provisions upon twenty-four (24) hours notice to **PROVIDER**. Said notice shall be delivered by Certified mail, return receipt requested, to the address at which **PROVIDER** receives payment, or in person with proof of delivery. Waiver of breach of any provision of this Contract by 4C shall not be deemed to be a Waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit 4C’s right to remedies at law or to damages;
4. Lack of Funds: In the event funds to finance this Contract become unavailable, **4C** may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the **PROVIDER**. Said notice shall be delivered by Certified mail, return receipt requested, or in person with proof of delivery. **4C** shall be the final authority as to the availability of funds;
5. At Will: This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by Certified mail, return receipt requested, or in person with proof of delivery;
6. Suspension of License: In the event that **PROVIDER**’s license is suspended or revoked or if **PROVIDER** is unable to verify a current license, this Contract will terminate immediately;
7. Obligation upon Termination: If this Contract is terminated for any reason, the obligation of **4C** shall be limited to payment of services provided in accordance with the Contract prior to the date of termination.
8. **ASSIGNMENTS AND SUBCONTRACTS:**
9. **PROVIDER** shall not assign or subcontract the responsibility of this Contract to another party for any of the work contemplated under this Contract without prior written approval of 4C;
10. No such approval by **4C** of any assignment or subcontract shall be deemed acceptable in any event or in any manner to provide for the incurrence of any additional obligations of **4C**;
11. Only at the sole discretion of **4C** may **PROVIDER** be released from its obligations under this Contract.

1. **INDEMNIFICATION:**
2. It is understood and agreed that by the acceptance of this Contract, **PROVIDER** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **PROVIDER** under or in connection with this Contract or the performance or failure to perform any work required by the Contract;
3. **PROVIDER** shall deem harmless and indemnify **4C** from and against any and all claims, losses or expenses, including but not limited to, counsel fees, which they may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damages, real or alleged, and **PROVIDER** shall, upon written demand by **4C** assume and defend, at **PROVIDER**’s sole cost and expense, any and all such suits or defense of claims.
4. **MODIFICATION:**

1. Modification of provisions of this Contract shall only be valid when they have been produced in writing, duly signed and dated by the parties;
2. **PROVIDER** is considered a vendor and not an employee of **4C.** As such, **PROVIDER** shall be responsible for paying any/all payroll taxes and maintaining required insurance coverage incurred under this Contract.
3. **NOTICES**

Upon change of representatives (name, address, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification shall be attached to originals on this contract.

Notices required to be given to **4C** by this contract shall be given to:

Gay DeLaughter, Director of Head Start and Early Head Start

Community Coordinated Care for Children, Inc.

3500 W. Colonial Drive

Orlando, FL 32808

Notices required to be given to Provider by this contract shall be given to contact person and address as listed on cover page of this contract.

1. **RENEGOTIATION:**
2. The parties agree to renegotiate this Contract if Federal revision of any applicable laws, regulations, program requirements or budget allocations, makes changes in this Contract necessary;
3. **4C** shall be the final authority as to the availability of funds for this Contract due to Federal revisions of any applicable laws, regulations or budget allowances.
4. **PROPERTY RIGHTS:**
5. Any evaluation instruments or products that are developed as a result of this Contract shall become the exclusive property of **4C**;
6. Any materials and equipment placed in the center by **4C** revert to **4C** upon termination of this Contract.
7. **LITIGATION:**

In the event of litigation arising out of this Contract, the prevailing party shall be entitled to recovery of its reasonable attorney’s fees and costs.

1. **VENUE FOR DISPUTES:**

Venue for the interpretation and enforcement of this agreement and for the resolution of any disputes shall lie in Orange County, Florida

1. **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of Florida.

1. **MEDIATION**

All controversies, claims, and other matters in question between the parties arising out of or relating to this Contract or its breach shall be settled as follows:

1. The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve this matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from dispute resolution upon written notice to the other party and pursue other legal remedies.
2. “Mediation” is a process in which the parties attempt to resolve a dispute by submitting to an impartial mediator who facilitates the resolution of the dispute, but who is not empowered to impose settlement on the parties. Mediation will be conducted in accordance with mediation provisions of Chapter 44, Florida Statutes;
3. The mediator will be a mediator certified by the State of Florida Supreme Court in compliance with Chapter 44, Florida Statutes. The parties will equally divide the mediation fee, if any.

INTENTIONALLY LEFT BLANK

1. **ALL TERMS AND CONDITIONS INCLUDED**

This contract and any attachments as referenced, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supercede all previous communications, representations, or agreements, either verbal or written, between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of this contract shall remain in full force and effect, and such term or provisions shall be stricken.

**VII. SIGNATURES**

**IN WITNESS THEREOF,** the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**Community Coordinated Care**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **for Children, Inc.** Printed Name of **PROVIDER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Patricia E. Frank Signature of Authorized Official [[3]](#footnote-3)

President / CEO Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **PROVIDER** Federal ID or SS Number

**VIII. GLOSSARY of ACRONYMS**

|  |  |
| --- | --- |
| 4C | Community Coordinated Care for Children, Inc. |
| CAP | Corrective Action Plan |
| CCFP | Child Care Food Program |
| CDA | Child Development Associate |
| CLASS | Classroom Assessment Scoring System |
| DAP | Developmentally Appropriate Practice |
| DAYC | Developmental Assessment for Young Children |
| EHS | Early Head Start |
| ECD | Early Childhood Development |
| ECE  | Early Childhood Education |
| ECLKC | Early Childhood Learning and Knowledge Center (http;//eclkc.oEHS.acf.hEHS.gov/EHSlc)  |
| FA | Family Advocate |
| FCCERS | Family Child Care Environmental Rating Scale |
| FPA | Family Partnership Agreement |
| EHS | Head Start |
| EHS Staff | Teachers, Teachers Assistant, Floaters, Substitutes, Volunteers |
| IFSP | Individualized Family Service Plan |
| ITERS | Infant and Toddler Environmental Rating Scale |
| Pc | Policy Council |
| pc | Parent committee at the site |
| PDPP | Professional Development Program Plan |
| QA | Quality Assurance |
| SR | School Readiness |
| USDA  | United States Department of Agriculture |

1. In any/all instances related to staffing and credentialing of EHS staff, 4C reserves the right to deny a Provider’s request to enter into a contract to provide EHS services and reserve the right to terminate an existing contract if a Teacher is used in an EHS classroom who formerly was a 4C personnel with a “Do Not Rehire” status; [↑](#footnote-ref-1)
2. **An unusual incident or accident is any occurrence that is adverse in nature or has the potential to have an adverse impact on the health, safety, and/or welfare of a child or other individual. Examples include, but are not limited to any occurrence requiring care from a medical provider or follow-up treatment.**  [↑](#footnote-ref-2)
3. The authorized official is an officer of the Provider’s organization who has legal authority to bind the Provider to the provisions of the contract. This usually is the President, Chairman of the Board, Executive Director, or owner of the entity. A legal document establishing delegated authority must be included with the contract if signed by other than the President, Chairman, Executive Director, or owner. [↑](#footnote-ref-3)