



**HEAD START**  
**SERVICES**  
**CONTRACT**  
**BETWEEN**



**COMMUNITY COORDINATED CARE FOR CHILDREN (4C), INC.**  
**3500 WEST COLONIAL DRIVE**  
**ORLANDO, FLORIDA 32808**  
**and**

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Name of Center or Business (PROVIDER)

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Licensed Name (If different from above)

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Address of Contracted Site

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Contracted Site City, State

Contracted Site Zip Code

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Name of Owner/Operator

Phone Number

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Preferred E-Mail of Provider

**License Number: C18SE0355**

**CONTRACT TERM**

**July 1, 2023 – June 30, 2024**

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 (**HS**) services effective **July 1, 2023** or upon execution of this **CONTRACT**, whichever is later, and ending on **June 30, 2024** as per calendar provided.

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 (HS) CHILDREN**

1. Provide services to **HS** children. The number of enrolled children to be determined by **HS**, based upon community need, Performance Standards requirements, and limitations of the State licensing agency.
2. A new **PROVIDER** must commence direct services to children and families within sixty (60) days of the effective date of this **CONTRACT**. **PROVIDER** must meet the requirements or **CONTRACT** payments will stop until direct services to children are provided.
3. Provide six (6) Teacher-Child instructional hours per day for a minimum of one hundred and seventy (170) days;
4. Provide two (2) hours of compensated Teacher planning times per instructional day for a minimum of one hundred and seventy (170) days;
5. Document **HS** child attendance using a **HS** Daily Sign in Sheet provided by the assigned **4C** Family Advocate. On a daily basis, parents will sign in and sign out their children. For child location transitions after drop off, the teacher will document child movement between programs.
6. Adhere to the **4C HS** enrollment capacities for Centers, Licensed Family Child Care Homes, and/or Large Licensed Family Child Care Homes:  
[Centers – a minimum of four (4) and a maximum of seventy (70) **HS** children three (3) to five (5) years of age];  
[Large Licensed Family Child Care Homes – a minimum of four (4) and a maximum of twelve (12) **HS** children three (3) to five (5) years of age];
7. Place and maintain two (2) paid and properly credentialed personnel with each group of **HS** children, whether supervising twenty (20) children or just one (1) child;

8. Ensures that all substitute instructional personnel used in providing **HS** services have the proper credentials and are not placed in a classroom until cleared by **4C HR**;
9. Provide meals and snacks daily meeting USDA Child Care Food Program (CCFP) requirements. Children must be fed following USDA CCFP guidelines for meals and snack times. Parents are not required to provide food;
10. Supply and provide all preschool diapers, pull-ups, wipes, and all necessary hygiene materials for all **HS** children. **HS** 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.);
11. Consistently and appropriately implement and utilize the Creative Curriculum for Preschoolers;
12. Conduct a developmental screening for each **HS** child, using the Battelle Developmental Inventory (BDI), or other approved screening instrument, as instructed by **4C HS** personnel. Screenings for each **HS** child must be completed within forty-five (45) calendar days from the first day of each child's entry into the program (actual presence in the classroom);
13. Record and maintain a minimum of one (1) anecdotal per week, per **HS** child, using Teaching Strategies Gold (TSG). **PROVIDER** must print record and keep in each child's files as appropriate. Complete TSG Child Assessment Portfolio four (4) times during the program year, under the instruction and guidance of the **4C** Education Specialist;
14. Implement any other assessment tool as required by the **HS** program. Appropriate training to be provided by **4C**;
15. Maintain a clean, safe, well equipped, indoor and outdoor environment that conforms to all Department of Children and Families (DCF) Standards and **HS** monitoring tools used by **4C HS** Quality Assurance personnel;
16. Arrange the scheduling of and provide compensation for teacher training opportunities/ In-Service hours throughout the year.

## **B. PROVIDER SERVICES TO HS FAMILIES**

1. Under the guidance of Education Specialist, **HS** Teachers will conduct a minimum of two (2) home visits and complete all required **HS** Home Visit information forms for each child;
2. Under the guidance of the Education Specialist, **HS** Teachers will conduct two (2) Parent-Teacher conferences and complete all required **HS** 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. Generate a minimum of one (1) hour of In-Kind per child/family per day by encouraging parents to participate both within and outside of the classroom;
5. Encourage and assist parents to regularly complete age 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 six (6) parent committee meetings yearly at the facility or other location acceptable to all participants. (At the first meeting, an **HS** parent is selected by other **HS** parents to represent the facility at monthly Policy Council meetings. Policy Council representatives are required by Head Start Program Performance Standards to approve policies, budgets, new hires, terminations, and other programmatic decisions.); and,
8. Provider will not transport **HS** children via motor vehicles during contracted **HS** hours of operation for any reason.

### **C. PROVIDER ADMINISTRATIVE REQUIREMENTS**

*Failure to comply with any of the requirements listed below will result in termination of this CONTRACT.*

1. Comply with **4C** Head Start Policies and Procedures.
2. **PROVIDER** will fully review and understand the policies, practices and regulations contained in each policy as it pertains to **HS**.
3. **PROVIDER** will train staff on all **4C** Head Start Policies and Procedures. The Policies and Procedures are located on **PROVIDER'S 4C** ShareFile in the Policies and Procedures Folder.
4. The **4C** Head Start Policies and Procedures, and regulations may be changed, modified or eliminated at any time at the discretion of **4C** management.
5. It is the responsibility of the **PROVIDER** to comply with all changes in such policies, procedures and regulations which may be communicated to contracted entities.
6. These policies and representations made in it do not constitute any form of employment contract or guarantee.
7. Failure to comply with the **4C** Head Start Policies and Procedures, Head Start Program Performance Standards and DCF Requirements can result in probation or termination of the **PROVIDER'S CONTRACT. (See Addendum #1)**
8. Allow **HS** Support Personnel or Federal, State or Local Auditors and **4C** approved third party agencies to visit **HS** 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**.

9. Comply with Head Start Performance Standards requiring **HS** teaching staff to maintain current First Aid/Pediatric CPR certifications and to keep TB tests and physicals with initial employment and annual updates.
10. 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** Quality Assurance and **4C** Contracts must be provided with a copy of the updated license upon license renewal.
11. 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.
12. Maintain Workers' Compensation insurance coverage at the statutory limits of \$100,000/\$100,000/\$500,000.
13. Maintain Automobile Liability coverage at a minimum Combined Single Limit coverage of \$500,000 if the facility transports children at any time.
14. Policies must name **4C** as the **Certificate Holder and Additional Insured with Waiver of Subrogation**.
15. Adhere to a drug-free work place policy, which will be monitored by the **4C** Health Specialist or other authorized **HS** personnel.
16. 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.
17. 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**.
18. Retain all financial records, statistical records, supporting documents, including attendance and sign in/sign out sheets, 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 in a locked secure cabinet until resolution of the audit findings.
19. 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.
20. **PROVIDER** shall maintain confidentiality and 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 upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

21. **PROVIDER** agrees to protect **Personally Identifiable Information (“PII”)** for all children under this **CONTRACT** in a manner consistent with 45 C.F.R. Part 1303, Subpart C. PII is defined as any information that could identify a specific individual, including but not limited to a child’s name, name of a child’s family member, street address of the child, social security number, or other information that is linked or linkable to the child. PII may also include photographs.
  
22. 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. DIRECTOR/OWNER MEETINGS**

**PROVIDER** directors or owners shall attend director meetings quarterly, or whenever they are scheduled. Failure to attend meetings will result in the termination of this **CONTRACT**.

#### **E. PROVIDER STAFFING AND CREDENTIALING REQUIREMENTS**

1. Ensure that all direct instructional Personnel (**HS** Teachers) complete the DCF 10-hour Preschool Training Module, as In-Service or as part of required DCF State mandated training.
  
2. Ensure that all **HS** Teachers possess a Bachelor of Arts (BA) Degree or a Bachelor of Sciences (BS) Degree with eighteen (18) credits in Early Childhood Education. An Associates of Arts (AA) degree or Associates in Applied Sciences (AS) degree or higher in Early Childhood Education is required for **HS** Teacher Assistants, Floaters and Substitutes. Training and education other than the requirements listed must be approved by **HS** Program and **HR** to ensure acceptable credentialing.
  
3. Agree to have **PROVIDER’S** personnel attend In-Service/Pre-Service Training throughout the year, as designated by **4C** Education Coordinator, Quality Assurance Personnel, or other authorized **4C HS** Personnel. Reimbursement is based on attendance for a maximum of two teachers per contracted classroom at a rate of **\$12.00 per hour**. Verification of attendance is required prior to reimbursement.
  
4. Ensure that all **HS** direct instructional Personnel complete the DCF Staff Credential Verification process (#5211/#5206) and Level II Background check. All Personnel must have final written approval by **4C** HR before staff can be placed in the classroom. Directions and forms are available at <http://www.myflfamilies.com/service-programs/child-care/staff-credential>.
  
5. Provide **4C** HR personnel with accurate and up-to-date records for all **HS** Teachers, **HS** TA’s, Floaters, Substitutes and Volunteers, including verification of necessary background screenings and Good Moral Character. Background clearance for each **HS** staff must be received by **4C** HR before a Teacher or Volunteer may begin working with **HS** children.

6. Notify **HS** in writing, within twenty-four (24) hours of any/all personnel changes of individuals working with **HS** children during the course of this **CONTRACT** and provide the **HS** HR personnel with credentials on new **HS** staff.
7. **4C** reserves the right to deny a **PROVIDER'S** request to enter into a **CONTRACT** to provide **HS** Services, and/or the right to terminate an existing **CONTRACT** if a former **4C** employee with a "Do Not Rehire" status is on the **PROVIDER'S** staff. Rehire situations will be individually evaluated based on the circumstances of each former employee's tenure, and **4C** will make all final determinations in this matter.
8. Allow **4C** Education Specialists to regularly monitor curriculum compliance, conduct pre-kindergarten (PRE-K) Classroom Assessment Scoring System (CLASS) observation to ensure that Head Start Program Performance Standards are being met. If there is any indication that Head Start Program Performance Standards are not being adequately met, a Quality Improvement Action Plan and Technical Assistance will be initiated by **4C** Quality Assurance. **4C** Quality Assurance 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.
9. 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 **HS** 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) business days. Failure to implement correction(s) in the required time, or a repeat finding will result in termination of this **CONTRACT**.
10. Once cleared by **4C** Human Resources, allow for three (3) days of training at the **4C** main office, or another agreed upon location, for all newly hired staff before they enter a **HS** or **EHS** classroom.

## **II. SCOPE OF SERVICES – 4C**

### **A. 4C SUPPORT RELATED TO HS CHILDREN**

1. **ERSEA** personnel will create a preliminary, county-specific calendar of the instructional days for the contract year including closure days for payment purposes.
2. Assigned **HS** Family Advocate will provide a **HS** parent Daily Sign in & Sign out template to **PROVIDER**, along with instructions for use.
3. **HS** support personnel will provide other templates, as applicable, along with instructions for use.
4. Provide Creative Curriculum for Preschoolers, materials and training so **PROVIDER** can successfully implement an effective and sustainable age-appropriate **HS** program.
5. Provide materials and training for using TSG Child Assessment Portfolio.

6. Provide training and support using, BDI and any other assessments so **PROVIDER** can accurately conduct developmental and sensory screening for each **HS** child within the required forty-five (45) calendar days of initial enrollment.
7. Provide materials, training, and support in the use of any other subsequent or substitute assessment or screening tool.
8. Provide training and/or technical assistance to **4C HS** Teachers as requested by the **PROVIDER** or as deemed necessary by authorized **4C HS** personnel to include, but not limited to the **ACTIVE SUPERVISION** of all **4C HS** children.

#### **B. 4C SUPPORT RELATED TO HS FAMILIES**

1. Provide training by **HS** Personnel with required expertise (Parent Engagement, Education, Health, Nutrition, Mental Health, and Disabilities), as requested by **PROVIDER** or recommended by **4C** (as available).
2. Assist **PROVIDER** in facilitating 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** will 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 **HS** personnel for the **PROVIDER**.
4. Conduct unannounced and/or announced site visits and provide recommendations to **PROVIDER**.
5. Conduct a program evaluation using Preschool CLASS and provide a Quality Improvement Summary indicating areas of strength, areas needing improvement, or items requiring corrective action.
6. **4C** will supply Substitute Teachers, when available, on a temporary basis to a requesting **PROVIDER** when a minimum of forty-eight (48) hours' notice is given to the Head Start Program Manager of the need for temporary staffing. The **PROVIDER** will supply the Teacher with written strategies to be implemented in the classroom. **4C** will deduct the Teacher's hourly rate of \$12.00 per hour from the **PROVIDER'S** monthly invoices for



reimbursement. **4C** shall be responsible for paying any/all payroll tax and for maintaining insurance coverage required under this **CONTRACT**.

### **III. DELIVERABLES - PROVIDER**

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

1. If a **HS** child is absent for three consecutive days without parent contact (unexcused absences) **PROVIDER**, within 1 hour on the 3<sup>rd</sup> day, must email the assigned **HS** Family Advocate.
2. Submit weekly by 5:00 PM Friday a **HS** Daily Attendance Worksheet to the assigned Family Advocate. The **HS** Daily Attendance Worksheet will document daily attendance using capital letters “A” for absent and “P” for present. Failure to submit the **HS** Daily Attendance Worksheet to the assigned Family Advocate will result in a delay of payment to the **PROVIDER**. Periodic, random calls will be made to parents by **4C** to verify that entries on the **HS** Daily Attendance Worksheet are accurate.
3. Submit, at least two weeks in advance to **HS** Education Specialist, a completed Creative Curriculum Weekly Lesson Plan. Make any changes and/or corrections to the Weekly Lesson Plan as directed by **HS** Education Specialist prior to implementation.
4. Ensure **HS** staff follows through with activities and interactions recommended by other professionals (medical doctors, therapists, educators, etc.) to support the goals identified on Individualized Education Plans (IEP) for children with identified disabilities, and attend IEP 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. 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**. Notify **4C** Quality Assurance and **4C** Contracts of any changes to insurance coverage.
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 the most recent copy of an inspection or monitoring report.
4. **PROVIDER** agrees to use Invoice Template provided by **4C** and to submit accurately completed invoices not later than the **5<sup>th</sup>** business day of the month following the month of service. Original invoices must be scanned and uploaded to the Finance Folder in **PROVIDER**'s secure **4C** ShareFile account, in separate files labeled (i.e., Food Program documents, School Readiness and/or VPK Attendance Sheets, School Readiness and VPK related documents). Fax or other electronic versions of the original invoice are not acceptable. Corrections will be accepted through ShareFile. The original invoice must be uploaded before the submission is considered final. Invoices submitted to personnel located at 3500 W. Colonial Drive are not acceptable.
5. 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** Quality Assurance personnel or **HS** 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) business days. Failure to implement improvements in the required time or committing a repeat noncompliance will terminate this **CONTRACT**.
6. Submit to **HS** Director, **HS** Program Manager, or **4C** Quality Assurance personnel, all requested management and program data for inclusion in **4C HS** Annual Report.
7. Report by telephone to **HS** Program Manager any/all unusual accidents or incidents that involve any **HS** child(ren) **within one hour** of the occurrence(s). 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.
8. Complete an Accident / Incident Report for all accidents or incidents involving a **HS** child or staff member by end of that school day. A copy of the written report shall be forwarded to the **4C** Quality Assurance Specialist on the same day of the incident.
9. 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** Quality Assurance Personnel at **4C** corporate offices located at: 3500 West Colonial Drive, Orlando, 32808.

10. Report by telephone to **HS** 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**.
11. 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 **HS** Program Manager. All reports must be supported by written documentation on an Occurrence Form. Copy of form shall be emailed immediately to **4C** Quality Assurance. 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**.
12. 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.
13. List on **4C**'s Inventory Template (see **Exhibit A**) all **4C** funded property, materials and equipment. Inventory Template will be due to **4C HS** QA Coordinator within thirty days of the end of each quarter (April 30, July 31, October 31, and January 31). Template can be uploaded to the ShareFile QA Folder.
14. Submit the Internal Monitoring Checklist to **4C HS** QA Coordinator within thirty days of the end of each quarter (April 30, July 31, October 31, and January 31). Document can be uploaded to the ShareFile QA Folder.
15. Submit completed, accurate In-Kind forms to assigned **4C** Family Advocate or other authorized **HS** personnel on a weekly basis.
16. If at any time or for any reason **HS** services are no longer provided, **PROVIDER** will return any furniture, materials, or property paid for with federal funds by **4C HS** within twenty-four (24) hours. If **4C HS** 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:
  - a. **\$34.20** per **4C** authorized, eligible, enrolled child per instructional day, up to a minimum of 170 instructional days.
  - b. **\$39.40** per **4C** authorized, eligible, enrolled child with an identified disability per instructional day, up to a minimum of one hundred and seventy (170) instructional days. To qualify for **PROVIDER** payment at this level, the child must have an

Individual Education Plan (IEP) in place. The IEP must be written by the Local Education Agency (LEA), which is the county school district.

**Payments per 4C authorized eligible child will be adjusted to reflect any rate changes awarded through the COLA application for the 2023-2024 year only when approved by the Office of Head Start. The PROVIDER will pass on any cost of living adjustment (COLA) funding increases directly to the salaries of the classroom teachers.**

2. 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**.
3. Provide Child Plus Attendance scanner equipment.
4. Supply dental hygiene supplies (toothpaste, tooth brushes and tooth brush storage).
5. Provide all screening and curriculum assessment materials and training to **PROVIDER**.
6. Provide approved, eligible **HS** children to **PROVIDER** to reduce vacancies.

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

1. Submit to **PROVIDER**, an **HS** Program Operating Calendar of the planned initial **CONTRACT** year instruction days, including 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. Changes must be approved prior to effective date of change. Per Head Start Program Performance Standards, unscheduled days closed require make-up days.
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 a Community Resource Directory and Family Handbook to parents.
4. Provide resource material to **PROVIDER** to distribute to Head Start families.
5. Provide training to **PROVIDER** and families regarding program governance, so they may understand and support the purpose of **4C'S** Policy Council and the parent committee.
6. 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 HS** 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.ohs.acf.hhs.gov/hsl>;
3. Assist in getting printed material, such as Head Start Performance Standards, Head Start Act 2007, **HS** 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-22.

## V. PAYMENT TERMS

1. **PROVIDER** will scan and upload a monthly invoice to the finance folder in **PROVIDER'S 4C** secure ShareFile account, using the instructional per day rate for each **4C** authorized **HS** child enrolled. For prompt payment, **4C** must receive invoices no later than the **5th business day** of the month following the provision of **HS** services. Delay in receipt of the invoice or inaccuracies will delay the payment process. **PROVIDER** is responsible to ensure the information on the invoice is correct to prevent delay of payment. Invoices must be submitted on **HS** provided template and include:
  - a) **PROVIDER'S** facility name, address and month of service
  - b) **PROVIDER'S** county where services were provided
  - c) The names of each enrolled **HS** child and the original signature of an authorized agent of **PROVIDER**
  - d) The daily rate for each **HS** Child (**\$34.20 or \$39.40**)
  - e) Indication of valid IEP or not
  - f) 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 5th** for each **CONTRACT** year for services performed for the period ending June 30 of each **CONTRACT** year.

- A. No corrections will be made to invoices. **PROVIDER** will be contacted and informed of any discrepancy or calculation error. **PROVIDER** will be required to resubmit a corrected invoice (See V. A. above).
- B. **PROVIDER** will return to **4C** any overpayment due to unearned funds or funds disallowed pursuant to the terms of this **CONTRACT**;
- C. **4C** reserves the right to withhold payment for all **HS** children enrolled (at the daily rate of **\$34.20/\$39.40** 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

- A. **PROVIDER** will diligently, conscientiously and competently uphold and perform according the requested services as such services are defined within this **CONTRACT**.

## B. TERMINATION:

**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 e-mailed to the address at which PROVIDER receives payment, or delivered 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;

**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 by e-mail or delivered in person with proof of delivery. 4C shall be the final authority as to the availability of funds;

**At Will:** This CONTRACT may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be e-mailed or delivered in person with proof of delivery;

**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;

**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.

**Playground Installation:** In consideration of the payment by 4C to install or enhance a playground, PROVIDER agrees to continue to maintain HS services, and to uphold the requirements imposed upon PROVIDER as described in this CONTRACT, to at least 80% of the HS child capacity served by PROVIDER upon contract execution, for at least 60 (sixty) months from the time of contract execution. If PROVIDER fails to maintain HS services at 80% capacity for a minimum of 60 (sixty) months, PROVIDER shall immediately pay to 4C a prorated sum based on the 60-month period described above as damages for failure to perform the provisions of this CONTRACT. Breach shall be sufficient cause for 4C to immediately cease providing payments, as described by this CONTRACT, to PROVIDER. The provisions of this paragraph shall be binding upon the successors and assigns of PROVIDER.

## C. ASSIGNMENTS AND SUBCONTRACTS:

1. 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.
2. 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.

3. Only at the sole discretion of **4C** may **PROVIDER** be released from its obligations under this **CONTRACT**.

#### **D. INDEMNIFICATION:**

1. 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**.
2. **PROVIDER** shall hold 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.

#### **E. MODIFICATION AND RENEWALS**

1. This contract may be affected by any changes in funding, statute or rules that may arise during the **CONTRACT** period or by amendments to **4C**'S annual Work Plan as approved by their Funders.
2. **4C** issues this contract with the explicit understanding that minor and major changes may be made up to and including the option to rescind this **CONTRACT** in its entirety if such is in the best interest of **4C**.
3. Modification of provisions of this **CONTRACT** shall only be valid when they have been produced in writing, duly signed and dated by the parties.
4. **PROVIDER** is not considered 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**.

#### **F. 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:

**Cindy Metz**  
**Chief Officer of Education/Head Start and Early Head Start Director**  
**Community Coordinated Care for Children, Inc.**  
**3500 W. Colonial Drive**  
**Orlando, FL 32808**  
**407.532.4365**

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**.

**G. RENEGOTIATION:**

1. 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;
2. **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.

**H. PROPERTY RIGHTS:**

1. Any evaluation instruments or products that are developed as a result of this **CONTRACT** shall become the exclusive property of **4C**.
2. Any materials and equipment placed in the center by **4C** revert to **4C** within twenty-four (24) hours upon termination of this **CONTRACT**.

**I. 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.

**J. VENUE FOR DISPUTES:**

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

**K. GOVERNING LAW**

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

**L. RESOLUTION OF DISPUTES**

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:

- a) 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.
- b) "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;

- c) 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.

**M. 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 supersede 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. If signing electronically, upon typing your name as you would sign it, and submitting it, you will abide by all conditions and terms of this contract.

**Community Coordinated Care  
for Children, Inc.**

**Provider**

\_\_\_\_\_  
Patricia E. Frank  
President / CEO  
Date Signed \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official  
Name/title: \_\_\_\_\_  
Date Signed \_\_\_\_\_

**PROVIDER** Federal ID: 20-5589201

Exhibit A

Quarterly Inventory Report

Provider Name: \_\_\_\_\_ Inventory List as of: \_\_\_\_\_

Inventory taken by: \_\_\_\_\_ Print name/title: \_\_\_\_\_

Date of Order	Tag # <i>(4C use only)</i>	Description of Asset	Location of Asset	Custodian's Name	Mfr. Serial # (Supplier Number)	Mfr.	Payment Reference #	Funding Source	1	2	3	4

**ADDENDUM #1**  
**MULTIPLE VIOLATIONS OF THE SAME TYPE**

**OCCURRENCES PER SAME STANDARDS/REQUIREMENT**

**A. 1<sup>ST</sup> OCCURRENCE – 4C MAY:**

- Issue a **Corrective Action Plan (CAP)**: completed in no more than **ten (10) working days**.
- Follow up in **ten (10) working days**, or an **agreed upon time frame** with the **site’s Director/Owner**. The QA Coordinator issues a Non-Compliance if items are not corrected in the given time frame. If items are not corrected after the non-compliance is issued, consequences are listed under the **Section C. 3<sup>rd</sup> Occurrence Section**. If unable to meet the established deadline, the **Provider is responsible** for requesting an extension due to extenuating circumstances.

**B. 2<sup>nd</sup> OCCURRENCE – 4C MAY:**

- Issue a **Corrective Action Plan (CAP)** and provide **Training and Technical Assistance (TTA)**.

**C. 3<sup>rd</sup> OCCURRENCE – 4C MAY:**

- Issue a non-compliance by the QA Coordinator.
- Complete and monitor a training plan for staff that is at the site.

**D. 4<sup>th</sup> OCCURRENCE – 4C MAY:**

- Issue a formal letter of **regarding probation or termination** of the contracted site.

**ITEMS RESULTING IN AN IMMEDIATE NON-COMPLIANCE**

1) Any and all changes to insurance coverage which include: *Notifications, Stop payments of Insurance or a Lapse in Insurance Coverage* – 4C **MAY**:

- **Issue a non-compliance by the QA Coordinator:**
  - a. **1<sup>st</sup> Occurrence:** will issue a Non-compliance notice with a set time frame.
  - b. **2<sup>nd</sup> Occurrence:** will issue a Letter of Probation.
  - c. **3<sup>rd</sup> Occurrence:** will issue a Letter of Termination

2.) Prohibiting, delaying or shadowing entrance of 4C staff in the performance of duties per contract – 4C **MAY**:

- **Issue a non-compliance by the QA Coordinator:**
  - a. **1<sup>st</sup> Occurrence:** will issue a Non-compliance notice with a set time frame.
  - b. **2<sup>nd</sup> Occurrence:** will issue a Letter of Probation.
  - c. **3<sup>rd</sup> Occurrence:** will issue a Letter of Termination.

3.) Failure to report accidents/incidents to Head Start or Department of Children & Families (DCF) – 4C **MAY**:

- **Issue a non-compliance by the QA Coordinator:**

- a. 1<sup>st</sup> Occurrence: will issue a Non-compliance notice with a set time frame.
  - b. 2<sup>nd</sup> Occurrence: will issue a Letter of Probation.
  - c. 3<sup>rd</sup> Occurrence: will issue a Letter of Termination.
- 4.) **Failure to report DCF Site Visits to 4C Head Start – 4C MAY:**
- **Issue a non-compliance by the QA Coordinator:**
  - a. 1<sup>st</sup> Occurrence: will issue a Non-compliance notice with a set time frame.
  - b. 2<sup>nd</sup> Occurrence: will issue a Letter of Probation.
  - c. 3<sup>rd</sup> Occurrence: will issue a Letter of Termination.

**ITEMS RESULTING IN IMMEDIATE TERMINATION OF CONTRACT**

- 1.) **Upon review, Class I Violation from DCF – 4C MAY:**
  - Issue a Letter of Termination.
- 2.) **Loss of DCF License – 4C MAY:**
  - Issue a Letter of Termination.
- 3.) **Operation of classrooms out of ratio – 4C MAY:**
  - Issue a Letter of Termination.
- 4.) **Placing staff without a cleared background check into HS Classrooms – 4C MAY:**
  - Issue a Letter of Termination.
- 5.) **Transporting HS children during contracted hours – 4C MAY:**
  - Issue a Letter of Termination.
- 6.) **Loss of Food Program Contract – 4C MAY:**
  - Issue a Letter of Termination.
- 7.) **Failure to report suspected child abuse or neglect to DCF – 4C MAY:**
  - Issue a Letter of Termination.
- 8.) **Failure to ACTIVELY SUPERVISE 4C Children at ALL Times throughout the school day 4C MAY:**
  - Issue a Letter of Termination.

**\*\*\*APPEALS PROCESS – TERMINATION OF CONTRACT\*\*\***

*In the event that 4C terminates a PROVIDER contract due to non-compliance violations: The PROVIDER will have up to ten (10) business days with the Intent to Appeal the decision made by 4C. The appeal must be in writing and forwarded to the 4C Head Start Director. The appeal will only be considered for termination of the PROVIDER contract. It does not apply to probation. 4C will have up to ten (10) business days to respond to the PROVIDER's Intent to Appeal at which time a decision will be made.*