



**TRI-COUNTY CHILD AND FAMILY DEVELOPMENT COUNCIL, INC.
2018-2019 CONTRACTED SERVICES AGREEMENT
DECLARATION SHEET**

Agency Contact Information:

Tri-County Child and Family
Development Council, Inc.
Attn: John M. Berry PhD
205 Adams Street Suite 2
PO Box 1050
Waterloo, IA 50704
Telephone: 319-235-0383
Email: jberry@tccfd.org

Provider Contact Information

Cedar Falls Community School District
Attn: Pam Zeigler
1002 West First Street
Cedar Falls, IA 50613
Telephone 319-553-3000
Email: Pam.ziegler@cfschools.org

Head Start Grant No: 07CH7073-5

Start Date: August 23, 2018

Maximum/Minimum # Children: 26

Hours Per Day: 5 **Minimum Days per Year:** 160 **Minimum Hours per Contract:** 800

Payment: \$6,827.15 per child per year paid by semester

Maximum Total Payment: \$177,505.78

Bills to be submitted: for each semester with first semester to be submitted by December 1, 2018 and second semester to be submitted by March 1, 2019

Fiscal Reporting: *All fiscal reporting supported with invoices must be submitted by May 31, 2019.*

Other: Tri-County to be provided with space for one collaborative classroom staffed solely by Tri-County for 10 of its own students with disabilities (who are not included in the 26 children serviced under this Agreement) and up to 6 of Provider's students with disabilities. Provider is not required to hold open Tri-County's unfilled student slots after September 15, 2018 and may use those slots for its own students.

This cover sheet is provided for your convenience only. The Contracted Services Agreement and incorporated documents constitute the binding terms of the agreement between the parties.

PURCHASE OF SERVICES AGREEMENT

The undersigned hereby enter into an agreement under which Tri-County Child & Family Development Council, Inc. (Tri-County), an Iowa not for profit corporation, shall purchase certain specified goods and services from the Cedar Falls Community School District (Provider) for duration of Provider's 2018-2019 District Calendar school year, that currently anticipated to be from August 23, 2018 to June 4, 2018 on the following terms and conditions:

PART I. PARTIES

1. Purchaser of Services: Tri-County Child & Family Development Council Inc., an Iowa not for profit corporation, is the purchaser of services. For the purposes of all notices under this Agreement the following addresses and telephone numbers shall be used until such time as written notice is provided to use different addresses or telephone numbers:

Tri-County Child and Family Development Council, Inc.
Attn: John M. Berry PhD
205 Adams Street Suite 2
PO Box 1050
Waterloo, IA 50704
Telephone: 319-235-0383
Email: jberry@tccfd.org

2. Provider of Services: Cedar Falls Community School District (Provider) shall be the provider of services. For the purposes of all notices under this Agreement the following addresses and telephone numbers shall be used until such time as written notice is provided to use different addresses or telephone numbers:

Cedar Falls Community School District
Attn: Pam Zeigler
1002 West First Street
Cedar Falls, IA 50613
Telephone 319-553-3000
Email: Pam.ziegler@cfschools.org

PART II SUMMARY OF GOODS & SERVICES

3. Location for Provision of Services. The physical facilities where the services shall be provided under this Agreement shall be provided at the sole cost of the Provider at site locations within the Provider school district, with specific sites as mutually agreed upon by the parties as needed based on the geographic location of persons for whom services

are provided.

4. **Services to be Provided.** During the term of this agreement, Provider shall provide the following services:
 - a. **Educational Services:** educational services in a manner which conforms to the standards and requirements for Center-Based Head Start Programming, including Special Education Services as recommended by the IEP for specific students with diagnosed educational and physical disabilities as more specifically detailed in the Services Checklist attached to, and made a part of, this Agreement by reference;
 - b. **Transitional Planning Services:** transitional planning and implementation for children and families into their community K-12 School District system;
 - c. **Family Access:** access for Head Start Families to participate fully in classroom and appropriate building activities without their payment any school fee, including, but not limited to fees for registration, field trips, special projects, and similar activities;
 - d. **Nutrition Services:** food services for all enrolled children as more specifically detailed in the Services Checklist attached to, and made a part of, this Agreement by reference;
 - e. **Health Services:** Provider shall maintain basic healthcare services on site for children served and Tri-County shall provide nursing staff to oversee and update student files and perform the Vision, Hearing Screens and Fluoride Varnish required by the Services Checklist attached to, and made a part of, this Agreement by reference;
 - f. **Changes in Services:** Tri-County may request changes in the scope of the services to be performed under this Agreement. Mutually agreed upon changes, including any increase or decrease in the amount of the Provider's compensation must be reduced to written form before they shall be enforceable by either party.

5. **Services to Be Provided in a Manner Which is in Compliance With Tri-County's Approved Program.** Provider acknowledges Tri-County is a Head Start Program agency and as such is required to comply with: its approved grant application used for funding its programs, federal, state, and local laws, including, but not limited to, all policies, standards, regulations, and guidelines of the HHS/ACF, the Equal Employment Opportunity Act [41 CFR Part 60 and implementing regulations at 41 CDR Part 60], Clean Air Act [42 U.S.C. 1251-1387], Federal Water Pollution Control Act as amended [33 U.S.C. 1251-1387], Byrd Anti-Lobbying Amendment [31 U.S.C.1352], and mandatory standards and policies relating to energy efficiency which are contained in the State of Iowa energy conservation plan issued in compliance with the Energy and Policy Conservation Act [42 U.S.C. 6201] Davis Bacon Act as applicable [40 U.S.C. 276a to 276a-7] and that to be in compliance with that grant, all purchased services and goods must also comply with those restrictions and standards. Provider further acknowledges it is Tri-County's obligation to assure Provider's standard of performance of services under this Agreement is in compliance with those requirement and agrees to provide all goods and services called for under this agreement in a manner that is consistent with the

standards and restrictions of those documents, policies, standards, regulations and guidelines and to cooperate fully in Tri-County's monitoring of its compliance.

6. **Duration of Educational Services.** Educational services shall be provided during the period of this Agreement for no less than 5 hours per day, 160 days during the contract period, but in no event less than 800 hours of direct student instruction.
7. **Frequency of Nutritional Services.** Nutritional services as detailed in the Services Checklist shall be provided during the period of this Agreement for all days when Educational services are provided.
8. **Service Group Eligibility and Monitoring of Attendance.** The persons for whom services will be provided shall be 100% Head Start income eligible. Tri-County retains sole responsibility for determining service eligibility and for monitoring attendance. Tri-County shall be solely responsible for conducting enrollment and screening for Head Start Eligible children in Provider's school district. If not collected directly by Tri-County prior to enrollment, Provider shall provide Tri-County with eligibility documentation prior to acceptance for enrollment and shall not enroll children for services under this Agreement without prior Tri-County approval. Children shall also reside in the Provider school district unless Tri-County and Provider both waive that requirement in writing prior to placement after receipt of written request for residency waiver. Provider shall provide attendance records for service group children to Tri-County on a monthly basis. Tri-County shall have the sole authority to determine whether a child shall be removed from the Service Group receiving services from the Provider under this agreement based on the child's, which Provider acknowledges is 85% attendance, and which may be lower than 85% attendance upon demonstration of approved special circumstances.
9. **Removal from Service Group.** Tri-County shall have the sole authority to determine an enrolled child will be removed from the Service Group receiving services from Provider under this Agreement. Tri-County agrees to work cooperatively with Provider to make arrangements to transfer an enrolled child to another program site operated by Tri-County in the event of circumstances where the enrolled child would be ineligible to continue to receive educational services from Provider due to behavior or similar (non-attendance based) concerns but would remain eligible to receive services under Tri-County's guidelines.
10. **Discrimination Prohibited.** The Provider shall not discriminate against child or family in the Service Group in the performance of this contract, or against any applicant for membership in the Service Group, because of race, sex, age, creed, religion, color, national origin, sexual orientation, political affiliation, veteran's status, disability or handicapping condition.
11. **Discrimination Policies and Procedures.** The Provider shall maintain a policy and procedure for reporting and remediating any allegations of such discriminate.
12. **Maximum Size of Service Group.** Provider shall provide all listed services for all Tri-County enrolled and designated children, and their families as applicable, up to a maximum of 26 children, and their families as applicable, which Service Group shall have a target of being composed of 10% children who have been diagnosed as disabilities eligible for Special Services. 26 children shall meet the classification for Head Start four year old classrooms. Provider is not required to hold open spaces for 26 Head

Start children past September 15, 2018 and may fill those slots with its own students.

13. **Class Size.** Members of the Service Group shall not be placed in a class where the class size exceeds 20 children in a classroom classified as a four year old classroom, or where the class size exceeds 16 in a classroom classified as a three year old classroom or mixed aged classroom. In addition, all class sizes shall comply with all laws, rules, and regulations concerning class size including class size limitations imposed by regulations governing provision of services to children with disabilities.
14. **Books, Supplies, Consumables and Fees.** Unless otherwise specifically provided in this Agreement, Provider shall pay for all books, supplies, and consumable required for provision of services under this Agreement and costs and fees associated with programs and activity for the Service Group except for the Collaborative Classroom, for which supplies will be paid by Tri-County for Head Start students and by Provider for non-Head Start Students. Provider acknowledges all of its applicable parent/guardian fees and costs are included in the scheduled payments under this agreement. No Head Start enrolled family will be expected to pay any school fee, including, but not limited to fees for field trips, special projects, and similar activities and Provider specifically agrees to waive such fees
15. **Reporting Forms.** All informational reporting required under this Agreement shall be provided in a timely manner in the form and format as may be designated from time to time by Tri-County. If forms are provided by Tri-County for informational reporting, the reporting shall be provided on those forms, but Tri-County is not obligated by this Agreement to provide forms for reporting.
16. **Facilities.** Provider shall provide physical facilities which comply with all applicable federal, state, and local laws, rules, and regulations for the purposes for which they are being used at Provider's sole cost and for which Provider assumes all premises liability and shall hold Tri-County harmless for any such premises liability. In addition to the facilities used by Provider to provide direct services for the Service Group under this agreement and for Tri-County employees to provide direct services in collaboration with Provider as set out in this agreement, Provider shall provide all physical facilities for Tri-County to operate one Collaborative classroom at a mutually agreed upon location on a mutually agreed upon schedule consistent with Provider's existing schedule for no less than 5.75 hours of classroom instruction per session, 1 session per day, 5 days per week, for 36.5 weeks.
17. **Staffing.** Provider agrees that all services performed under this Agreement shall be provided by qualified staff who meet the health, educational, training, screening, and document provision requirements set out in this Agreement, including the Personnel Requirements and Document Checklists which are incorporated into this Agreement by reference. They further agree staff will be provided in sufficient number to accomplish the services required by this Agreement and to maintain required adult to child ratio at all times.
18. **Tri-County Staff Performing Services at Provider's Sites:** The parties agree that certain employees of Tri-County shall be engaged in providing direct services to the children and families of the Service Group served by this Agreement at the sites and in the placements and configurations as mutually agreed by the parties. Provider agrees to

respect the right of Tri-County employees under their existing contract of employment. All Provider concerns about performance and conduct of Tri-County employees performing services at Provider sites be referred to Tri-County's Human Resources Director in a prompt manner. In the event of performance, disciplinary, or other concerns related to Provider and Tri-County employees working together in the same classroom, the parties agree the Human Resources manager or director of each party to this agreement shall work in concert with each other to resolve this issues. The Tri-County staff that will be providing services on site shall be: one teacher and one assistant teacher who shall only provide services in a Collaborative classroom for educational instruction of up to ten Head Start Students (who are not part of the service group described in this Agreement) and for up to 6 Cedar Falls students who have been identified as students with disabilities. The parties acknowledge the participation of the Cedar Falls students in the Collaborative classroom may be part-day as part of the Provider's inclusion curriculum.

- 19. Training** At its sole cost for trainers and materials, Tri-County shall provide all Head Start Program-specific training, including pre-service and in-service training, and such other training and career opportunities as Tri-County determines to be necessary and appropriate, for all staff performing services for the Service Group under this Agreement, whether employed by Provider or employed by Tri-County. Provider shall cooperate with making staff and facilities available for training.
- 20. Provider Submission of Reports, Records and Evaluations and Monitoring.**
 - a.** Provider further agrees to submit to Tri-County such reports as may be required by evaluations required by the Services Checklist which is incorporated into this Agreement by reference, HHS/ACF directives or separately required by Tri-County, including (but not exclusive of) computer and Quarterly reports, monthly attendance reports, monthly enrollment reports, Program Information Reports, Self Assessment Instruments, improvement plans and semester financial reports. Tri-County's representative shall have the right to inspect all such records and reports whether related to Provider's performance of services under this Agreement or any other activity conducted by Provider as Tri-County reasonably determines. Reports may be provided in an electronic format mutually agreed to by the parties and delivered with a level security appropriate to the information contained in those reports.
 - b.** Provider agrees to prepare, retain and permit Tri-County to inspect, as Tri-County considers necessary, all records required in the provision of these services by HHS and Tri-County regulations. Provider further agrees Tri-County may carry out monitoring and evaluation activities to include, as minimum, periodic observations of the daily program, conferring with staff and parents, validation of the Provider self-assessment procedures and on- site visits to conduct specific activities. Provider shall insure the cooperation of Provider's employees, contractors, policy groups and board members in those efforts.
 - c. Monitoring.** At its sole cost, Tri-County shall monitor the performance of Provider on an on-going basis, which monitoring shall include, but not be limited to, review of documents, records, reports and evaluations required by the Services

Checklist which is incorporated into this Agreement by reference and by on-site monitoring on the schedule established by Tri-County, but no less frequently than *once per month. Provider shall insure the cooperation of Provider's employees, contractors, policy groups and board members in those efforts.

- d. Consulting.** At its sole cost, Tri-County agrees to provide consulting services to Provider as requested and as needed to support compliance with this agreement and provision of high-quality services.
- 21. Compliance.** The Provider agrees to perform all services provided under this agreement in a manner which conforms to the specific requirements of this Agreement in accordance with Tri-County's approved work program, approved program funding requirements, and grant conditions inclusive of Head Start Performance Standards, Program Instructions, CFR 45 (Administration of Grants), Audit Guide, Head Start guidelines and all other HHS/ACF directives. Provider acknowledges failure to do so would jeopardize Tri-County's primary source of funds for purchasing the services under this Agreement and would impact the availability of Tri-County to secure funds to perform Tri-County's obligations under this Agreement. Tri-County agrees to provide information and consultation to Provider concerning applicable rules and regulations to support compliance efforts.
- 22. Remediation.** If Tri-County determines Provider is not performing services in a manner which is in compliance with the terms of this Agreement, including failure to be in compliance with application laws, rules, regulations, it will notify Provider of the manner in which it is out of compliance with this Agreement, what actions are required to remediate the non-compliance, and the date by which the non-compliance shall be remediated. Tri-County agrees to assist Provider in developing an improvement plan if Tri-County determines such a plan is necessary and appropriate.
- 23. Consequences of Continued Failure of Compliance.** Non-compliance may result in financial reimbursement being withheld, probationary status being imposed immediately upon determination of non-compliance, and such other penalties as Tri-County deems appropriate under the circumstances. Continuation of non-compliance past the deadline by which the non-compliance is to be remediated shall result in this Agreement for Services being terminated immediately and Tri-County may at its sole option terminate this contract without further notice or liability under this Agreement. Any financial reimbursements which have been withheld may be forfeited at Tri-County's sole option

PART III DATA MANAGEMENT

- 24. Program Data Management.** All data acquired or maintained in connection with the performance of services under this Agreement shall be acquired, maintained, and transmitted in a manner that effectively supports the availability, usability, integrity, and security of that data and shall further protect the privacy of child records in accordance with 45 CFR 1303 subpart C and applicable federal, state, local and tribal laws and Tri-County Management of Program Data policies.
- 25. Access to Child Records.** Provider policies for access to child records shall strictly

comply with 45 CFR 1303 subpart C and applicable federal, state, local and tribal laws.

- 26. Written Policies and Procedures.** Provider shall have written policies and procedures concerning data management, including access to child records, and shall provide a copy of those policies to Tri-County. Where the Provider policies, in full compliance with all federal, state, local, and tribal laws, vary from Tri-County Management of Program Data standard policies Provider shall, in coordination with Tri-County's similar disclosures, provide parents (as defined by 45 CFR1305.2) with their rights in writing, including the kinds of personal information that may be disclosed, to whom the personal information may be disclosed, and what may constitute a necessary reason for the disclosure without parental consent under 45 CFR 1303.22(c) and other applicable laws, rules, and regulations.
- 27. Violation of Data Management.** In the event of a finding of violation of Data Management policies, laws, rules, or regulations, Provider shall be given ten working days to self-correct. Provider shall hold Tri-County harmless for any such violation. Failure to self-correct shall result in Provider being prohibited from access to records for a set period of time as determined by the Tri-County Child and Family Development Council, Inc. Board of Directors and Policy Council.

PART IV COMPENSATION

- 28. Payment.** Subject to Tri-County's receipt of funds from HHS/ACF through its underlying operating grant no. 07CH7073-5. Provider shall be paid \$6,827.15 per child served per school year with a total maximum payment of \$177,505.98 for Educational Services. Enrollment for the semester shall be based on the number of children enrolled on the first day of class on the first day of instruction of the semester. No more than fifteen percent of funds received shall be used for administrative costs. Payments shall be made for each semester within 30 days of presentation of billing invoices, which billing invoices shall be submitted no later than December 1st for the first semester and March 1st for the second semester. Provider shall retain all CACFP reimbursements as its sole compensation for Nutritional Services.
- 29. Maximum Funding.** Tri-County shall provide no more than the specified maximum payment level in federal funds. It is expressly understood and agreed that in no event will the total amount paid under this Agreement exceed the Maximum Funding level for full and complete performance unless additional funding is specifically authorized in writing by Tri-County. Payment includes all operational costs associated with the provision of services, including certified Teacher salary, and fringe benefits.
- 30. Budget.** Use of funding shall be governed by the Project Budget which is attached to and incorporated into this Agreement. Requests for amendments to the Project Budget must be made in writing in advance of expenditures and must be approved in writing by Tri-County.
- 31. Fiscal Reporting and Invoicing.** Fiscal reports outlining expenditures and supported by invoices shall be provided no less than on a semester basis with the first reporting and billing to be completed within fifteen days of the end of the first semester and the final

fiscal report with invoices to be received by May 31, 2019.

**PART V
FISCAL MANAGEMENT**

- 32. Evaluation of Program Costs and Fiscal Reports.** At its sole cost, Tri-County shall conduct on-going review and evaluation of fiscal reports and program costs related to the performance of this Agreement.
- 33. Maintenance of Books and Records.** Provider shall maintain such records and accounts, including property, personnel, and financial, as are deemed necessary by Tri-County or the Department of Health and Human Service/Administration for Child and Families (HHS/ACF) to assure proper accounting for all federal funds used by Tri-County in making payments under this Agreement. These records, and such personnel as are necessary and appropriate to discuss those records, will be made available for audit purposes to Tri-County, HHS/ACF, and the Comptroller General of the United States or any authorized representative of them and will be retained for four (4) years after the expiration date of this contract and any renewals of it, unless permission to destroy them is granted by both Tri-County and HHS/ACF. Tri-County reserves the right to request an extension of the retention period, in which case records will be retained until Provider is authorized to destroy the records. Access shall continue as long as the records are retained and shall not be limited to the mandatory retention period.
- 34. Reports and Fiscal Management Guidelines.** Provider shall specifically provide the following specified reports and conform to the following fiscal management guidelines:
- a. Semester financial reports on the program shall be submitted to Tri-County within fifteen (15) calendar days following the close of each semester.
 - b. Copies of all external and internal audits shall be provided within 30 days of audit completion.
 - c. No contract funds shall be used for:
 - i. Expenditures other than those necessary to meet the performance requirements of this agreement as determined by Tri-County as set out in the Project Budget;
 - ii. The purchase of real property or construction of real property;
 - iii. Research or development of copyrightable materials; or
 - iv. Expenditures resulting from failure of the Provider obtaining and documenting "other related assistance" funds (such as CCFP, AEA, Title XIX, and the like.)
- 35. Reimbursement of Authorized Expenditures.** Tri-County agrees to reimburse Provider for authorized expenditures on a not less than a semester basis. In no event shall the Provider receive reimbursement for costs exceeding the Maximum Funding for Services under this Agreement, or four times the total non-Federal share contributions provided by Provider, whichever is less.
- 36. Disallowed Expenditures.** Disallowed expenditures shall be the sole responsibility of the Provider. Any funds received by the Provider from Tri-County which have been used

for disallowed expenses shall be reimbursed to Tri-County within thirty days of notice of disallowance. Tri-County may, at its option, withhold from any payments due from Tri-County to Provider under the this or any other current or subsequent contracts between the parties an amount necessary to reimburse Tri-County for the disallowed expense or expenses. In the event the disallowed expenses are not reimbursed within thirty days, the Provider shall be liable for attorney's fees, court costs, and all other reasonable fees and expenses incurred by Tri-County in collecting the amount due for the disallowed expenses.

- 37. Mandatory Use of Alternate Funding.** If alternate funding sources are available for nutrition and educational services, Head Start dollars shall be the last dollars spent. It is specifically required that benefits from the United States Department of Agriculture (USDA) (CACFP or School Lunch program or the like) will be utilized fully before Head Start Funds are used to support food costs. Provider shall maintain documentation of its receipt and application of alternative food and educational funding sources.
- 38. Insurance Coverage and Fidelity Bonding.** Provider agrees to secure and keep in force for the duration of this Agreement adequate insurance coverage to protect against losses. Coverage must include student accident, general liability, and fidelity bonding. Insurance against Head Start property damage/loss/theft is required. Copies of the cover sheet of the policies, or a summary of the applicable insurance coverage, shall be submitted by Provider as evidence of current coverage. Tri-County must also be included as an additional named insured on all applicable policies. Should transportation become part of required or provided services, vehicle coverage (collision and liability) for any vehicle used for Head Start program purposes must be provided in the same manner. Required insurance shall be at least in the amount set out in the Insurance Requirements, which are part of this Agreement.
- 39. Protection of Property.** Provider agrees to protect all Head Start purchased equipment/property in its care, custody, and control and to reimburse Tri-County for all loss and/or damage to that property of whatever kind, excluding only normal depreciation and wear and tear.
- 40. Format for Fiscal Information.** All information shall be provided in the format specified by Tri-County, and shall be on the forms specified by Tri-County, if such forms are provided.

PART VI PROVIDER PERSONNEL MANAGEMENT

- 41. Personnel Management System.** Provider shall assure there shall be a personnel management system covering Provider's staff which is consistent with the Regulations set forth in Head Start Performance Standards and Head Start regulatory standards CFR 45 1300 series. Provider shall provide a copy of its personnel policies and procedures to Tri-County. This shall include, but shall not be limited to, a current organizational chart for Provider's organization and those sections of Provider's policies, which cover performance appraisals.
- 42. Compliance With Staff Requirements.** Provider shall assure compliance with HHS and

Tri-County's requirements regarding staff certification, training, and technical assistance which shall include maintenance of personnel records of each of Provider's employees providing services under this Agreement. These personnel records shall include the documents specified on Personnel Requirements for Head Start Pre-K Partner Employees, attached to and incorporated into this Agreement by reference, which shall include verification of:

- a. Current teaching license for Teachers
 - b. Evidence of CDA or other specified credential for associates
 - c. Proof of criminal records check prior to employment for all staff
 - d. Current health assessment for Tuberculosis or TB test
 - e. Current individual professional development plan
 - f. Current Mandatory Child Abuse Reporter training
- 43. Report of New Hires to Tri-County.** New hires who will be providing services under this Agreement shall be reported to Tri-County within five working days of hire along with verification of verification of compliance with the Personnel Requirements for Head Start Pre-K Partner Employees.
- 44. Employee Notice.** Provider shall comply with 29 CFR part 471, appendix A to subpart A, including all requirements of posting notices.
- 45. Compliance by Sub-Contractors.** All subcontracts with third party businesses or individuals to conduct any activity under this Agreement and to be paid with funds acquired under this Agreement must meet Head Start Standards, the standards set out in this Agreement, and shall be properly documented, including specific data describing work to be performed and expected outcomes, and time sheets maintained to support the contractual agreement. Tri-County shall be notified prior to Provider entering into any sub-contract, the sub-contractor must agree in writing to be bound by all terms and conditions of this Agreement, and Tri-County shall be provided with a copy of the sub-contract agreement.
- 46. Discrimination In Employment Prohibited.** The Provider shall not discriminate against any person employed in the performance of this contract, or against any applicant for employment because of race, sex, age, creed, religion, color, national origin, sexual orientation, political affiliation, veteran's status, disability or handicapping condition. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, selection for training, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and all other privileges, terms and conditions of employment.
- 47. Discrimination Policies and Procedures.** The Provider shall maintain a policy and procedure for reporting and remediating any allegations of such discriminate.
- 48. Certification Regarding Wages and Salaries.** Provider certifies that all of Provider's employees who are involved in providing services under this agreement have, or will have by the effective date of this Agreement, received at least a 2.6% increase in their compensation since the commencement of the most recent Purchase of Services agreement for provision of Educational or Nutrition Services between the parties.

PART VII

TERMINATION OF AGREEMENT

- 49. Notice of Tri-County Intent to Terminate.** Except in the case of Tri-County's loss of funding from HHS, or as provided above, financial assistance under this contract shall not be terminated or reduced, or an application for refunding denied or financial assistance suspended for longer than 30 days unless the Provider has been afforded reasonable notice. Tri-County may terminate this agreement without cause at any time on thirty (30) days prior written notice to the Provider.
- 50. Termination on Loss of Funding.** In the event of Tri-County's loss of funding from HHS, at Tri-County's sole option, Tri-County may terminate this agreement without any minimum notice period.
- 51. Dissolution Clause. Upon termination or expiration of this Agreement:**
- a. Tri-County shall notify Provider in writing, no later than 120 days after termination of its intention to transfer equipment purchased with federal funds and having an initial unit purchase price of \$500.00 or more and unused supplies, which exceed \$500.00 in total aggregate fair market value.
 - b. Provider shall be entitled to be paid any reasonable resulting shipping cost incurred for the transfer of equipment, supplies, and records.
 - c. Alternatively, within thirty (30) days following termination, Provider shall have the option to purchase any equipment and supplies at a price mutually agreeable to Tri-County and Provider.
 - d. Provider shall arrange for immediate transfer of record and reports generated during the performance of this Agreement as required by HHS regulation and/or Tri-County.

PART VIII GENERAL PROVISIONS

- 52. Political Activity Prohibited.** None of the funds, materials, property, services contributed by Tri-County or the Provider under this contract shall be used for any partisan political activity, (1) to further the election or defeat of any candidate for public office, or to pay directly or indirectly, the salary or expenses of either party to this contract or their agent, to engage in any activity designed to influence legislation or appropriations pending before Congress, (2) to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election (3) to assist any voter registration activity, (4) to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or award covered by 31 U.S.C.1352.. Nothing in the above statement is intended in any way to inhibit or discourage any party from exercising its lawful rights to attempt to influence legislation pending before Congress as long as the costs are not charged to this Head Start Program. Any required certifications shall be filed upon request.

- 53. Drug Free Environment.** Provider shall not permit use of drugs, alcohol, or tobacco by its employees or contractors at any Location used for Primary or Secondary Services, in any motor vehicles owned or provided by Tri-County or otherwise used in conjunction with providing Primary or Secondary Services, or in any manner in the presence or in the view of the children and families being served under this agreement. Provider shall further fully comply with the provisions of the Iowa Smokefree Air Act set out in Iowa Code Chapter 142D.
- 54. Covenant Against Contingent Fees.** Provider warrants no person, selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warrant, the Tri-County shall have the right to annul this contract or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee, or to seek such other legal remedies as may be available.
- 55. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**
- a. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. If the Provider is unable now, or at any time during the term of this agreement to certify to any of the statements in this certification, Provider shall immediately provide an explanation to Tri-County and this contract shall be subject to immediate termination by Tri-County in the event Provider's participation is disallowed because of that debarment or suspension
- 56. Discrimination Policies and Procedures.** The Provider shall maintain a policy and procedure for reporting and remediating any allegations of such discriminate.
- 57. Construction of Agreement.** This Agreement shall be construed under the laws of the State of Iowa.
- 58. Headings and Declaration Sheet Not Part of Agreement.** Paragraph headings, division captions, and Declaration Sheet shall not be construed as part of the substantive agreement between the parties. In the event of a conflict between the Declaration Sheet and the Purchase of Services Agreement language, the language of the Purchase of Services Agreement shall control.

The parties further agree the following documents are incorporated into this Agreement by reference:

- A. Project Budget
- B. Insurance Requirements (attached)
- C. Services Checklist (attached)
- D. Personnel Requirements for Head Start Pre-K Partner Employees (attached)
- E. Tri-County Personnel Document Checklist (attached)
- F. Head Start Performance Standards (available at <https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii>)

- G. Head Start Act (available at <https://eclkc.ohs.acf.hhs.gov/policy/head-start-act>)
- H. Head Start Policy Clarifications (to be provided and updated as received)
- I. ACF/HHS Communications (to be provided and updated as received)

Dated: _____ Dated: _____

Provider:

Tri-County:

Tri-County Child & Family Development
Council, Inc.

By: _____

By: _____

Harrison Cass, PhD
Vice Chair Board of Directors

INSURANCE REQUIREMENTS

Liability: \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate

Umbrella \$1,000,000.00 excess liability

Sexual Abuse Coverage \$ 1,000,000.00 each person
\$ 2,000,000.00 maximum

Bond: All persons who control money need to be bonded in an amount sufficient to assure no loss of contract funds in the context of all funds handled, including those from other sources.

Tri-County must be listed as an additional insured on all policies; if self-insured, fiscal responsibility at the above level must be demonstrated and approved in writing by Tri-County and Tri-County must be held harmless for liability.