

CONTRACTED SERVICES AGREEMENT

Tri-County Child & Family Development Council, Inc. (Tri-County) and Cedar Falls Community Schools (Provider) wish to enter into an agreement under which Provider shall act as a **contractor** to furnish certain specified services necessary to implementation of Tri-County's program operations funded by a Department of Health and Human Services Grant. For the purposes of this Agreement, the following terms shall be used:

Term	Definition
Tri-County	Tri-County Child & Development Council, Inc.
Tri-County Address	205 Adams Street Suite 2 PO Box 1050 Waterloo, IA 50703
Provider	Cedar Falls Community Schools
Provider Address	1002 W 1 st St. Cedar Falls, IA 50613
Site Locations	To be determined by District
Applicable HHS Award No.	07CH7073
Location for Provision of Services:	To Be determined by District
Covered Primary Services:	Education and nutrition portions of Center Based Head Start Programming, including Special Education Services as recommended by the IEP for specified students with diagnosed educational disabilities.
Primary Service Group Requirements	Tri-County will determine eligibility and must approve all enrollments and will monitor attendance.
Maximum Number of Children	26 Children
Minimum acceptable attendance	85% of funded slots
Residential Requirements	Shall reside in: Cedar Falls School District
Procedure for requesting exceptions to residential requirements	Requested in writing and written verification received from District and Tri-County prior to enrollment. Email constitutes written

Term	Definition
	verification.
<p>Primary Service Group Minimum Services Requirements</p> <p>Minimum direct service contact</p>	<p><input type="checkbox"/> 5 hours per day 5 days per week 160 days per year or 800 hours of direct student instruction per year.</p>
<p>Primary Services Group Maximum Funding for Services:</p> <p>Maximum payment per child</p> <p>Maximum total payment of Federal Funds</p>	<p>\$5,687.80 per child per school year</p> <p>\$2,843.90 per child per semester</p> <p>\$147,883.00 per school year if serving a total of 26 children all year.</p> <p>\$5,687.80 per child enrolled for a maximum of \$147,883.00 in Federal Funds as follows:</p> <p>Cash payment of \$2,843.90 per enrolled child per semester payable upon receipt of invoice from District.</p> <p>In addition, Tri-County shall provide a total of one .75 FTE assistant teachers (at the North Cedar site) and 1.0 FTE family worker (who will serve all sites).</p>
Facilities to be provided	<p><input type="checkbox"/> All physical facilities for all Primary Group Services</p> <p><input type="checkbox"/> Suitable physical facilities for Tri-County to operate 1 classroom at a mutually agreed upon site on a mutually agreed upon schedule following Provider's calendar.</p>

Term	Definition
Collaborative Classroom Programming	<p>Tri-County shall cap its student enrollment at Provider site at 10. Provider may enroll up to six of its age-consistent students with educational disabilities in each Tri-County classroom. Tri-County and Provider shall each provide one qualified Teacher and one qualified Assistant Teacher for said classroom and shall share in the cost of books, consumables, and other supplies in a manner that reflects their relative enrollment;.</p>
Collaborative Staffing	<p>Tri-County shall provide the following staff to support Provider programming during the contract term:</p> <ul style="list-style-type: none"> <li data-bbox="867 1121 1365 1226">□ 1 Teacher for 8 hours per day for 5 days per week for 36.5 weeks OR 1,460 hours in total. <li data-bbox="867 1234 1365 1339">□ 1 Assistant Teacher for 8 hours per day for 5 days per week for 36.5 weeks OR 1,460 hours in total. <p>Teacher site and classroom assignment of Tri-County staff shall be as mutually agreed upon between the parties.</p>
Supplemental Contracts	<p>Tri-County and Provider shall enter into a mutually acceptable agreement for Provider's provision of food service for the Tri-County enrolled children in the Tri-County</p>

Term	Definition
	classrooms at the Provider site.
Term of Agreement:	Cedar Falls School District Calendar for 2017-2018 beginning in August through May or June according to District calendar and any inclement make up days determined.

The parties agree to abide by the specific terms and provisions of the following documents which are incorporated into this agreement by reference and made a part of it:

- Basic Contract Provisions
- Insurance Requirements
- Compliance Checklist
- Personnel Requirements for Head Start Pre-K Partner Employees
- Tri-County Personnel Document Checklist
- Head Start Performance Standards
- Head Start Act
- Head Start Policy Clarifications (updated as received)
- ACF/HHS Communications (updated as received)

Signature Page

Dated: _____

Dated: _____

Provider:

Tri-County:

Tri-County Child & Family Development Council, Inc.

By: _____

By: _____
Board Chairperson

BASIC CONTRACT PROVISIONS

I. PURPOSE AND SCOPE OF CONTRACT

The purpose of this contract is to set out terms and conditions of the agreement between Tri-County and Provider to furnish certain services required under the Applicable HHS Award and to meet all HHS requirements for a written agreement and mandated terms.

Achievement of the goals and objectives of the Head Start program requires commitment from all levels and persons involved in the program. Policies, regulations, and guidelines contribute to the effective and efficient process necessary for goal attainment. Tri-County encourages and expects philosophical commitment to the Head Start goals; it requires compliance with the approved grant application, Contracted Services Agreement (including all elements incorporated by reference), all policies, standards, regulations, and guidelines of the HHS/ACF and Tri-County as Grantee including, but not limited to 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] **Tri-County is responsible for all of these requirements and must assure Provider compliance.**

The services to be provided under this Agreement are designed to provide the following services at the same site setting, subject to availability of funding:

- A. Education, including services to children with diagnosed educational and physical disabilities and nutrition services to Head Start eligible children;
- B. All applicable parent/guardian fees and costs will be covered by these funds. 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;
- C. Access for Head Start Families to participate fully in classroom and appropriate building activities; and
- D. Transition planning and implementation for children and families into their community K-12 School District system.

II PROVIDER SERVICE RESPONSIBILITIES

Provider shall provide the specified Covered Primary Services at the designated Location(s) of Services for the specified Term of Agreement in accordance with Head Start Performance Standards. Maximum number of children to be served in each classroom shall be 20 in 4 year old classrooms and 16 in 3 year old or mixed age classrooms, subject to further class size limitations imposed by regulations governing provision of services to children with disabilities.

In addition to the specific provisions of this Agreement, Provider shall comply with all applicable state, federal, and local laws, rules, and regulations.

III FUNDING

Tri-County shall provide no more than the specified Maximum Funding level in federal funds to implement the Head Start Program as set out in the Contracted Services Agreement, which is part of this Agreement. 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. Funding shall include operational costs associated with this project, including certified Teacher salary, and fringe benefits.

IV PROVIDER METHOD FOR FISCAL MANAGEMENT

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 provided for this program. 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. Access shall continue as long as the records are retained and shall not be limited to the mandatory retention period.

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. No contract funds shall be used for:
 1. Expenditures other than those necessary to meet the performance requirements of this contract as determined by Tri-County;
 2. The purchase of real property or construction of real property;
 3. Research or development of copyrightable materials; or
 4. Expenditures resulting from failure of the Provider obtaining and documenting "other related assistance" funds (such as CCFP, AEA, Title XIX, and the like.)

Disallowed expenses 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

subject or subsequent contracts 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.

A. 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.

G. 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. Required insurance shall be at least in the amount set out in the Insurance Requirements, which are part of this Agreement. 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.

H. 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.

I. 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.

V. PROVIDER PERSONNEL MANAGEMENT

Provider shall assure:

A. There is a personnel management system covering its staff which is consistent with the Regulations set forth in Head Start Performance Standards and Head Start regulatory standards CFR 45 1300 series, and shall provide a copy of its personnel policies and procedures to Tri-County. This shall include, but not be limited to, a current organizational chart for Provider's program and those sections of Provider's policies, which cover performance appraisals.

B. Compliance with HHS/Tri-County's requirements regarding staff certification,

training, and technical assistance.

C. Maintenance of personnel records of each of Provider's employees providing services under this Agreement, which personnel records shall include the documents specified on Tri-County's personnel checklist. This list shall include verification of:

1. Current teaching license for Teachers
2. Evidence of CDA or other specified credential for associates
3. Proof of criminal records check prior to employment for all staff
4. Current health assessment for Tuberculosis or TB test
5. Current individual professional development plan
6. Current Mandatory Child Abuse Reporter training

New hires shall be reported to Tri-County within five working days of hire.

D. Comply with 29 CFR part 471, appendix A to subpart A. including all requirements of posting notices.

E. 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.

VI PROVIDER SUBMISSION OF REPORTS, RECORDS AND EVALUATIONS

Provider agrees to prepare, retain and permit Tri-County to inspect, as Tri-County considers necessary, all records required for this program 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.

Provider further agrees to submit to Tri-County such reports as may be required by HHS/ACF directives or by the 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 Head Start Program 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.

VII TRI-COUNTY GENERAL RESPONSIBILITY FOR SERVICE

Tri-County shall monitor, evaluate, and make assistance available to Provider in conducting all activities under this Agreement.

VIII TRI-COUNTY SPECIFIC RESPONSIBILITIES FOR SERVICE

Tri-county shall provide the following services:

- A. Direct grant requirement monitoring of Provider program activities through scheduled site visits by designated Tri-County staff and analysis of computerized program activity data.
- B. Assist in assuring education program improvement through routine site visits and provision of consulting services.
- C. Systematically provide information and consultation to Provider about HHS rules and regulations to facilitate and support compliance efforts.
- D. Evaluate program costs and fiscal reports.
- E. Assist in assuring overall program quality and performance standard training requirements by providing regularly scheduled pre-service and in-service training and other career opportunities.
- F. Provide the specific personnel specified in the Collaborative Classroom and Collaborative Staffing portions of the Contracted Services Agreement, which personnel shall report directly to Tri-County or its designee.

IX DISCRIMINATION CLAUSE

The Provider will 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.

No person shall, on the grounds of race, religion, sex, creed, color, national origin, sexual

orientation, political affiliation, veteran's status, disability or handicapping condition be excluded from participation in, be denied the benefits of, or be subject to discrimination in the performance of this contract.

The Provider shall maintain a policy and procedure for reporting and remediating any allegations of such discriminate.

X. 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.

XI. 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.

XII. COMPLIANCE WITH APPROVED PROGRAM

The Provider agrees to perform all activities authorized by this agreement in accordance with the approved work program, the approved program funding, and the 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.

If Tri-County determines the Provider's program is not operating in compliance, it will notify Provider of the manner in which it is out of compliance, 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.

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 the program being defunded 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.

XIII. SCHEDULE OF PAYMENT

Subject to receipt of funds from HHS/ACF, Tri-County agrees to reimburse the 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.

In the event any such payment is determined to be a disallowed expense under the underlying grant, Provider shall promptly reimburse any such payments within sixty days of notice of such disallowance. Upon failure to so reimburse, provider shall be liable to Tri-County for the cost of recovery of those funds, including reasonable court costs and attorney fees.

XIV. CHANGES IN SERVICE

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 or modification of the program funding, must be reduced to written form before they shall be enforceable by either party.

XV. 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.

XVI. TERMINATION OF AGREEMENT

Except in the case of Tri-County's loss of funding from HHS, or as provided in Section XII 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.

Grantee may terminate this agreement without cause at any time on thirty (30) days prior written notice to the Provider.

XVII. DISSOLUTION CLAUSE

Should termination of this contract/program occur:

- A. Tri-County shall notify Provider in writing, no later than 120 days after grant support has been terminated 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 program record reports as required by HHS regulation and/or Grantee.

XVIII. 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.

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 program 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 Tri-County must be held harmless for liability.