

## 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 Cedar Falls Community School District (Provider) for the period of August 20th, 2019 to June 31<sup>st</sup>, 2020 or the beginning and ending of the school year for the school district where services are provided 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 contact persons shall be used until such time as written notice is provided to use different addresses or contacts:

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 address shall be used until such time as written notice is provided to use different addresses:

Cedar Falls Community School District  
1002 West 1<sup>st</sup> Street  
Cedar Falls, IA 50613  
Telephone: 319-553-3000

### 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 the site locations within the Provider service area, with specific sites as mutually agreed upon by the parties as needed based on the geographic location of the 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 part of, this Agreement by reference;
  - b. **Transitional Planning Services:** Transitional planning and implementation for children and families into their communities K-12 School District;
  - c. **Family Access:** Access for Head Start families to participate fully in classroom and appropriate building activities without their payment of 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 part of, this Agreement by reference;
  - e. **Health Services:** Provider shall maintain basic healthcare services on site for children served through Head Start funding, and Tri-County shall provide nursing staff to oversee and update Head Start student files and perform the Vision, Hearing Screens, and Fluoride Varnish required by the Services Checklist attached to, and made part of, this Agreement by reference;
  - f. **Collaborative Classroom:** One classroom of Sixteen (16) will be provided at no cost to Tri-County, in which Tri-County will enroll ten (10) 3-year old eligible participants directly, and will maintain six open slots, in which the Cedar Falls School District will enroll their chosen students without age restriction. This classroom, due to 3 year old participants, will follow three (3) year old classroom group size of no more than Sixteen (16) students enrolled. Tri-County shall provide one (1) Teacher and one (1) Assistant Teacher, each for eight (8) hours per day, five (5) days per week for 36.5 weeks for the collaborative classroom.
  - g. **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 five (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 Compliance 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 and shall be residents of Black Hawk County. Tri-County shall work in partnership with the Cedar Falls School District when conducting enrollment, placement and screening for Head Start Eligible children in the Provider's program. 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. Provider shall provide attendance records for service group children to Tri-County with billing statements. Tri-County and the Cedar Falls School District shall work in partnership 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 attendance.
- 9. Removal from Service Group.** Tri-County shall work in partnership with the Cedar Falls School District to determine if 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 discrimination.
- 12. Size of Service Group.** Provider shall provide all listed services for all designated children, and their families as applicable, up to a maximum of twenty-six (26) children, and their families, as applicable, which shall have a target of being composed of ten

percent (10%) of children who have been diagnosed as disabilities eligible for Special Services. Provider is not required to hold open spaces for twenty-six (26) Head Start children past September 15<sup>th</sup>, 2019, and may fill those open slots with children that are not eligible for Head Start services, from their own district.

- 13. Class Size.** Members of the Service Group shall not be placed in a class where the class size exceeds twenty (20) children in a classroom classified as a four year old classroom, or where the class size exceeds sixteen (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 consumables required for provision of services under this Agreement and costs and fees associated with programs and activity for the Service Group. Provider acknowledges all 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.
- 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 set forth within Head Start Performance Standards and Head Start regulatory standards CPR 45 1300 series. 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. This agreement provides that one assistant teacher will be provided by the Provider (Cedar Falls School District) to work within the 4 year old Head Start classroom, at the reimbursement of Tri County Child and Family Development, at the rate specified in the compensation section of this document. Tri County will provide one teacher and one assistant teacher in the 3 year old Collaborative Classroom, whereas Cedar Falls Community School District will provide services by the Teacher of Record, or Special Education Certified Teacher.
- 18. Tri-County Staff Performing Services at Provider's Sites:** The parties agree that certain employees and contractors of Tri-County may 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 rights of Tri-County employees under their existing contract of employment and the rights of any contractors under their existing contracts 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 these issues. The Tri-County staff or contractors that may be providing services on site to the Service Group being served by this Agreement shall be a family service worker as required to assist with family needs. In the event of a Tri-County employee being involved in performance coaching, or conflict resolution, the appropriate Tri-County Process, found in the employee handbook, will be used.

**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 Compliance Checklist which is incorporated into this Agreement by reference (and found as an attachment to this document), 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 Compliance 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 as well as Contract ACFS15-115. 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. All notices of non compliance will follow the corrective action process according to section 641A(d)<sup>43</sup> of the Act.

### **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 shall, in coordination with Tri-County's similar disclosures, provide parents (as defined by 45 CFR 1305.2) with their rights in writing, including the times 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. Provider shall be paid \$6948.00 per slots held within the district at the Sept. 15<sup>th</sup> Head Start enrollment date, with a maximum total payment for the contracted year of \$180,648.00 for Educational Services. This maximum total amount includes the cost for the employment of one Assistant Teacher to provide services in a Head Start classroom, at the Cedar Falls School District's expense, and Tri-County's agreed upon reimbursement rate. This rate is \$24,260.68 for the contract year. Calculated using a total rate of \$18.66 per hour with all costs included. 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 February 1<sup>st</sup> for the first semester and July 1<sup>st</sup> for the 2<sup>nd</sup> semester. Provider shall retain all CACFP, or USDA, 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. Fiscal Reporting and Invoicing.** Fiscal reports supported by invoices shall be provided not less than on a semester basis.

## **PART V FISCAL MANAGEMENT**

- 31. 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.
- 32. 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.
- 33. Reports and Fiscal Management Guidelines.** Provider shall specifically provide the following specified reports and conform to the following fiscal management guidelines:
- a. Copies of all external and internal audits to be provided within 30 days of audit completion
  - b. No contract funds to be used for:
    - i. Expenditures other than those necessary to meet the performance requirements of this agreement as determined by Tri-County.
    - ii. The purchase 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.)
- 34. 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.
- 35. 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.

- 36. Mandatory Use of Alternate Funding.** If alternate funding sources are available for nutrition, educational, and/or care services, Head Start dollars and funds under this Agreement 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. Provider shall work cooperatively with Tri-County to obtain alternate funding sources for the service group.
- 37. 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.
- 38. 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.
- 39. 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**

Provider shall assure the following:

- 40. Personnel Management System.** 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.

- 41. 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 BA Teachers
  - b. Evidence of CDA or other specified credential for teachers and 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
- 42. Report of New Hires to Tri-County.** New hires who will be providing services under this Agreement shall be reported to Tri-County within one month of hire along with verification of compliance with the Personnel Requirements for Head Start Pre-K Partner Employees.
- 43. Employee Notice.** Provider shall comply with 29 CFR part 471, appendix A to subpart A, including all requirements of posting notices.
- 44. 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.
- 45. 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.
- 46. Discrimination Policies and Procedures.** The Provider shall maintain a policy and procedure for reporting and remediating any allegations of such discriminate.

**PART VII  
TERMINATION OF AGREEMENT**

**47. Notice of Tri-County Intent to Terminate.** Except in the case of Tri-County's loss of funding from HHS, or such funding sources as noted or 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.

**48. Termination on Loss of Funding.** In the event of Tri-County's loss of funding from HHS, or such funding sources as noted or provided above, at Tri-County's sole option, Tri-County may terminate this agreement without any minimum notice period.

**49. Dissolution Clause. Upon termination or expiration of this Agreement:**

- a. The following is in regards to equipment purchased by Tri-County and placed within the Cedar Falls School District and does not include equipment purchased by Cedar Falls School District utilizing funds received from this contractual agreement: Tri-County shall notify Provider in writing, no later than 120 days after termination of its intention to transfer equipment 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. If both parties are unable to reach a mutual agreement all property will remain the property of Tri-County.
- 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**

**50. 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.

- 51. 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.
- 52. 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.
- 53. 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
- 54. Discrimination Policies and Procedures.** The Provider shall maintain a policy and procedure for reporting and remediating any allegations of such discriminate.
- 55. Construction of Agreement.** This Agreement shall be construed under the laws of the State of Iowa.
- 56. 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. The Provider specifically acknowledges that 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 is controlling and the Declaration Sheet shall not be deemed to construe the intent of the parties or otherwise reflect their agreement.

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

reference:

- A. Insurance Requirements (attached)
- B. Services Checklist (attached)
- C. Group Staff Checklist for Head Start Pre-K Partner Employees (attached)
- D. Head Start Performance Standards (available at <https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii>)
- E. Head Start Act (available at <https://eclkc.ohs.acf.hhs.gov/policy/head-start-act>)
- F. Head Start Policy Clarifications (updated as received)
- G. ACF/HHS Communications (updated as received)

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

**Provider:**  
Cedar Falls School District

**Tri-County:**  
Tri-County Child & Family Development  
Council, Inc.-Board of Directors

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

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

### **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.**

<b>NUTRITION</b>				
<b>Service</b>	<b>Requirement Source</b>	<b>Frequency</b>	<b>Details</b>	<b>How will this be monitored?</b>
<b>Nutritional Assessment</b>	<b>HSPS 1302.46 (b)(2)</b>	<b>2x during school year</b>	<b>Survey is completed by family with the Family Worker during the 2nd scheduled home visit and submitted to the Tri-County Dietitian for review. The surveys are returned to the family worker. The follow up survey is due to be completed in February and submitted to the Tri-County Dietitian for review and returned to the family worker.</b>	<b>This compliance item is monitored through the monthly report in the data base PROMIS</b>

<b>Menu</b>	<b>HSPS: 1302.44 (a)(1)(2 iii)</b>	<b>Monthly</b>	<b>To be provided to the Tri-County Dietitian in writing. Any variation from the menu is to be recorded on the food production reports at mealtime for each partnering location. Menus need to follow all the requirements of the CACFP and/or National School Lunch programs, including providing special menus for children with specialized dietary needs.</b>	<b>This compliance item is monitored through the receipt of the monthly menu and by the Dietician</b>
<b>Nutrition Activity</b>	<b>HSPS 1302.31 (e) (2)</b>	<b>Monthly</b>	<b>Activities need to be documented on lesson plans and on monthly reports given to family workers. Nutrition Education Activities provided by contracted Dietician</b>	<b>This item is monitored monthly through a review of lesson plans, interview with children and observation, and on monthly reports.</b>
<b>Birthday treats</b>	<b>HSPS 1302.44 (a) (1)(2)(iii)</b>	<b>Yearly</b>	<b>Children are allowed to bring treats once a year. Food cannot be homemade; it needs to be in its original store</b>	<b>This item is not monitored but is best practice</b>

			packaging.	
<b>Holidays</b>	<b>HSPS 1302.40 (a) 1302.44 (a)(1)</b>		<b>Treats are discouraged for holidays. The celebration of holidays is discouraged due to a range of cultural considerations. Head Start services should acknowledge and respect all individual culture. Due to food allergies it is strongly recommended all treats are nut free and of fruit or vegetable in nature other healthy options are encouraged.</b>	<b>This item is not monitored but is best practice</b>
<b>EDUCATION</b>				
<b>Service</b>	<b>Requirement Source</b>	<b>Frequency</b>	<b>Details</b>	<b>Q 1</b>   <b>Q 2</b>   <b>Q 3</b>   <b>Fina l</b>
<b>All Teachers will have a BA degree in Early Childhood</b>	<b>HSPS 1302.91 (e) (2)(ii) H.S. ACT pg. 99 648 A. (a)(2)(A)(i)(ii)</b>	<b>Update annually on the first day of the contract and within five working days of</b>	<b>The building Principal or designee will provide staff credentials to Tri-County. In a review year, credentials must be made available</b>	<b>This item is monitored annually by the Executive Director and Human Resource Director.</b>



		<b>new hire/staff change</b>	<b>to reviewers upon request.</b>	
<b>All Assistant teachers will have at Minimum a CDA or be enrolled in a program leading to an AAS or BA degree or enrolled in a CDA program to be completed within 2 years.</b>	<b>Head Start Act pg. 100 Section 648 A (a)(2), (B)(ii)</b>	<b>Update annually on the first day of the contract and within five working days of new hire/staff change</b>	<b>The building Principal or designee will provide staff credentials to Tri-County. In a triennial review year, credentials must be made available to reviewers upon request.</b>	<b>This item is monitored annually by the Deputy Director and Human Resource Director</b>
<b>Classroom Observations (anecdotal notes, HSPS, Self-Assessment, Health &amp; Safety Checklists, C.L.A.S.S or similar tools)</b>	<b>HSPS 1302.31(a-c) 1302.102 (b)(1)(2)(C)(1) 1304.16</b>	<b>As needed but a minimum of 2x per year.</b>	<b>The classroom shall be open for informal and formal observations by Tri-County staff.</b>	<b>The results of observations are shared with the Teacher, District Coordinator, and building Principal for continuous improvement.</b>

<p><b>Brigance III Screen</b></p>	<p><b>HSPS: 1302.33(a)(1)</b></p>	<p><b>Within 45 days of student's enrollment.</b></p>	<p><b>The classroom Teacher shall administer the screen. The date of the screen and the score is put on the Child Data Check list and sent to the Program Manager. If needed, 30 day rescreens will be completed and the date and score is put on the Child Data Check list and sent to the Program Manager. The screen is placed in the child's file. Computer tracking reports are generated and reviewed by Tri-County Program Manager and shared with the Teacher for follow-up.</b></p>	<p><b>This requirement is monitored on the PROMIS data base and copies of the report will be made available to the Early Childhood Coordinator or District designee</b></p>
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<p><b>Speech Screen Communication Skills Checklist</b></p>	<p><b>HSPS 1302.33(a)(1)</b></p>	<p><b>Within 45 days of student's enrollment</b></p>	<p><b>The classroom Teacher shall administer the Communication Skills Checklist Screen within 45 days of enrollment using the form from their manual. The date of the screen and a concern, if any, is put on the Child Data Check List and sent to the Program Manager or EMA for data entry. Original form is placed in the child's file. Teachers will follow their School District procedure for and speech concerns.</b></p>	<p><b>This requirement is monitored on the PROMIS data base and copies of the report will be made available to the Early Childhood Coordinator or District designee</b></p>
<p><b>Any new children enrolled must have all screenings within 45 days of enrollment.</b></p>				
<p><b>Kindergarten Transition</b></p>	<p><b>HSPS 1302.71(a)(b)(c)</b></p>	<p><b>1X per year</b></p>	<p><b>Classroom Teacher completes a transition form. This form and the Progress reports are provided to Tri-County and to parents of student 7 days prior to student's Kindergarten Roundup.</b></p>	<p><b>Observations will be made by the Program Manager and records will be reviewed every Spring</b></p>

Lesson Plans	HSPS 1302.30, 1302.31(a)(b)(c)	Weekly	Classrooms must have a written curriculum and written program of activities. Schedules/plans must be posted and based on Developmentally Appropriate Practices. Lesson plans are placed in a file or binder for review.	Observations will be made by the Program Manager and records will be reviewed quarterly.
Home Visits & Conferences	HSPS 1302.34 (a)(b 1-7)	At least 2 Home Visits and 2 Conferences per year conducted by the Teacher	Home visits and conferences are scheduled at the family's convenience. These visits may be done jointly with the Family Worker; however that is not a requirement. GOLD assessment also provides a family conference form that may be used to meet this requirement at the conclusion of each checkpoint.	Visits are documented on a home visit form and dates are submitted to the Program Manager on a monthly basis on the Child Data Checklist. Home visits should be conducted in the home of the family whenever possible. A parent signature is required on the Home Visit or Conference form. This information will be presented to the Early Childhood Coordinator or designee on quarterly basis.

<b>ASQ-SE (Ages and Stages Questionnaire –Social Emotional)</b>	<b>HSPS 1302.45(b, 1-6), 1302.46</b>	<b>Within 45 days of student enrollment</b>	<b>This tool is intended to be done with parent input. Teachers report scores on Child Data Checklist, sent to the program manager and place the ASQ/SE in the child’s file. If concerns are noted, family is consulted and referral to Mental Health Specialist is made per parent request.</b>	<b>PROMIS data reports with this information will be shared monthly with Early Childhood Coordinator or designee.</b>
<b>Any new children enrolled mid-year must have all screenings within 45 days of enrollment.</b>				
<b>Parent/child events</b>	<b>HSPS 1302.34(a)(b,1- 7) 1302.50 (a)(b,1-6),</b>	<b>Monthly</b>	<b>Meetings are planned with the Family Worker &amp; the classroom staff, and held at a time convenient to families. The Teacher and the Family Worker hold joint meetings, covering education, nutrition, health and mental health and other topics that may be identified by the parent survey or input. The Assistant Teachers are available to assist</b>	<b>Quarterly reports will be made available to Early Childhood Coordinator or designee.</b>

			with these activities.	
<b>Individualizing the program</b>	<b>HSPS 1302.33(b,1-3)</b>	<b>Ongoing</b>	<b>The Teacher must use the information from screenings, including health screenings, observations, and evaluations for individualizing for each child. This would include tailoring activities, adapting the environment, and being responsive to the different learning styles. The individualization must be documented either in some format on lesson plans via a code for confidentiality</b>	<b>Observations will be made by the Program Manager and records will be reviewed quarterly</b>

			<b>purposes or in anecdotal records.</b>	
<b>Participate in program self-assessment</b>	<b>HSPS 1302.102(b)(2)</b>	<b>At least once a year</b>	<b>Assist in program self-assessment by providing the items/documentation required to conduct the self-assessment of the program.</b>	<b>Annually this summation of issues, concerns and celebrations is completed. Results will be shared with all contractors. In many cases action plans for improvement will need to be implemented.</b>
<b>Child assessments that meet the Head Start mandated domains.</b>	<b>HSPS 1302.33</b>	<b>At least 3 times per program year</b>	<b>The Teachers use the child's ongoing documentation to complete the assessment. The results are used in classroom planning and</b>	<b>On-line GOLD is the current assessment used that meets this requirement. Use of any other assessment tool requires prior approval of this</b>

			<b>individualizing.</b>	<b>agency.</b>
<b>Creative Curriculum Gold Assessment</b>	<b>1302/33(b)</b>	<b>At least 3 times per program year as designated by the State deadlines for check points</b>	<b>This information is shared with parents and must indicate parent goals are incorporated into the process. Parents will receive a written copy of the parent summary form.</b>	<b>This assessment is accessible via the on-line system and available for viewing at the discretion of the District or Provider.</b>
<b>DISABILITIES</b>				<b>How will this be monitored?</b>



<p><b>Addressing needs of children with suspected disabilities</b></p>	<p><b>HSPS 1302.33(a)(3,i),(4), 1302.60, 1302.61, 1302.62, 1302.63</b></p>	<p><b>Ongoing</b></p>	<p><b>The teacher will employ multiple intervention strategies to address individual needs of each child, including use of Tri-County Mental Health Referrals, Positive Behavior Instructional Supports (PBIS) and use of Behavior Incident Reports (BIR's). Data will be collected &amp; documented to support the degree of success. Collaboration with parents will occur and be ongoing. Tri-County must be consulted regarding any child potentially removed from the classroom/school on a temporary basis for any behavioral issue.</b></p>	<p><b>All legal procedures regarding the establishment of an IEP will be followed.</b></p>
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<b>Establishment of Individual Education Plans (IEP's)</b>	<b>HSPS 1302.63</b>	<b>As needed</b>		<b>Copies of the signed parent permission for evaluation &amp; services page, the IEP goals pages and the IEP services pages will be included in the child's file. Services will be provided as specified in the child's IEP. Communication and collaboration with classroom teaching staff will occur regarding identified IEP goals for the child.</b>
<b>Basic Care</b>				
<b>Service</b>	<b>Requirement Source</b>	<b>Frequency</b>	<b>Details</b>	<b>How will this be monitored?</b>
<b>Orientation</b>	<b>HSPS 1302.34 (b)(7)</b>	<b>1 X per child</b>	<b>On or before the first day of attendance the student and the family of the student shall be provided with orientation concerning the programs and site. The orientation process must be planned with the Family Worker from Tri-County. This applies to Head Start funded children.</b>	<b>Quarterly reports will be made available to Early Childhood Coordinator or designee.</b>

<b>Vision, Hearing Screens</b>	<b>HSPS 1302.42(a), (b,2),(d)</b>	<b>1 X per year within first 45 days of enrollment</b>	<b>The students will be screened by Head Start contracted Nurses or School Nurses and results will be given to Tri-County. Individual child PROMIS reports will be provided to PM for Child's classroom file.</b>	<b>Monthly reports will be made available to Early Childhood Coordinator or designee.</b>
<b>Fluoride Varnish</b>	<b>1302.43(c)(3)</b>	<b>3 x per year</b>	<b>Nurses, with parental consent apply fluoride varnish three times per year.</b>	<b>Quarterly reports will be made available to Early Childhood Coordinator or designee.</b>
<b>In-Kind Activities</b>	<b>HSPS 1303.4</b>	<b>Weekly</b>	<b>Each classroom will plan activities that will engage parents with their child and accrue in-kind contributions.</b>	<b>Quarterly reports will be made available to Early Childhood Coordinator or designee.</b>
<b>In-Kind Documentation</b>	<b>Head Start Act 640(b)</b>	<b>Weekly</b>	<b>Documentation of in-kind contributions shall be in writing on forms provided by Tri-County and submitted via the Tri-County courier.</b>	<b>Quarterly reports will be made available to Early Childhood Coordinator or designee.</b>
<b>Permanent Removal of Child</b>	<b>1302.17(a)(b)</b>	<b>As applicable</b>	<b>No Head Start child shall be permanently removed from the school without coordination with Head Start.</b>	<b>Tri-County must be consulted and involved in any removal discussion prior to the removal.</b>

<b>Health and Safety Emergencies</b>	<b>1302.47 (b)1-7</b>	<b>At least annually updated as needed</b>	<b>Procedures for Health and Safety emergencies must be posted in the classroom. This would include natural disasters, fire, and injured child.</b>	<b>Annual Health and Safety screens will be completed on every classroom and turned into Program Manager by Sept. 15 every program year.</b>
<b>First Aid; CPR and Mandatory Reporting for Child Abuse</b>	<b>1302.47 (b)(4)(i-k),(5)</b>	<b>Annually or as needed by standard</b>	<b>Teachers or Assistant teachers will maintain current certification in first aid, CPR and Mandatory Reporting regarding Child Abuse and Neglect. The documentation for certification will be made available to Tri-County.</b>	<b>This is monitored in the Human Resources Employee checklist.</b>
<b>Incident/Accident Reports</b>	<b>1302.47(5) 1302.50(b)(6)</b>	<b>As needed</b>	<b>The Teacher or Assistant Teacher will provide documentation for the parent of any child who was involved in an incident resulting in injury or exposure. Tri-County will also receive notification of incidents or accidents for tracking and documentation purposes.</b>	<b>This tracking information will be shared with the building administrator, Early Childhood Coordinator or designee and the teaching staff on a quarterly basis.</b>

<b>Annual Physical Exams and up to date immunizations</b>	<b>HSPS 1302.42(a) 1302.15(c)(e)</b>	<b>within 30 days of enrollment</b>	<b>Documentation will be provided to Tri-County Child and Family within 30 days of enrollment.</b>	<b>This will be monitored by monthly PROMIS reports and made available to Early Childhood Coordinator or designee</b>
	<b>Must be current in past 12 immediate months within 30 days of enrollment.</b>	<b>Annual update for children that continue in the program more than one year</b>	<b>Teachers assist Family Workers in working with the family to keep the physical examinations up to date.</b>	<b>This will be monitored by monthly PROMIS reports and made available to Early Childhood Coordinator or designee</b>
<b>Annual Dental Examinations</b>	<b>HSPS 1302.42(c)(1-3), 1302.43</b>	<b>Annual Dental examinations</b>	<b>Documentation will be provided to Tri-County Child and Family. Teachers will assist Family Workers in working with the family to comply with dental examination requirements.</b>	<b>This will be monitored by monthly PROMIS reports and made available to Early Childhood Coordinator or designee</b>
<b>Partners will need to provide documentation of expenditures</b>	<b>45 CFR Part 75.403, 404 Contract funds must be allowable and reasonable</b>	<b>At least every semester, monthly preferred</b>	<b>Provider will submit financial report of use of contract funds showing reasonableness and allow ability.</b>	<b>This will be monitored by the Financial offices at Tri-County and with the Financial office of the Provider.</b>

**Group Staff Information for Head Start School Partner Employees**

	Teacher: current teaching license and transcripts (On file)	Assistant, Para: degree or CDA credential is up to date or enrollment in CDA or AAS/BA	Individual Professional Development Plan is implemented yearly and monitored regularly	Performance Appraisal or update	Acknowledgment of District Personnel Handbook	Criminal History /Child Abuse Registry Record Check (prior to hire)	Valid First Aid (renew every 2 yrs) 1 staff member per classroom	Valid CPR Certificate (renew every 2 yrs) 1 staff member per classroom	Mandatory Reporter Training Certificate (Every 5 yrs) licensure or non	Physical (time of hire)	TB Screen or test (time of hire)	Classroom location
<b>Staff Name</b> Jane Doe  <b>Position:</b> Para  <b>Ed Level:</b> CDA  <b>Date of Employment:</b> 8/25/2013	<b>Date:</b>   <b>Expires:</b>	<b>Date:</b> 9/1/2012  <b>Expires:</b> 9/1/2015	<b>Date:</b> 10/1/2013	<b>Date:</b> NA	<b>Date:</b> 8/25/2013	<b>Date:</b> 8/24/2013	<b>Date:</b> 7/1/2013	<b>Date:</b> 7/1/2013	<b>Date:</b> 5/1/2012	<b>Date:</b> 8/15/2013	<b>Date:</b> 8/15/2013	
<b>Staff Name</b>   <b>Position:</b>   <b>Ed Level:</b>   <b>Date of Employment:</b>	<b>Date:</b>   <b>Expires:</b>	<b>Date:</b>   <b>Expires:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	
<b>Staff Name</b>   <b>Position:</b>   <b>Ed Level:</b>   <b>Date of Employment:</b>	<b>Date:</b>   <b>Expires:</b>	<b>Date:</b>   <b>Expires:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	<b>Date:</b>	

