

Internal Audit Report #2018-005
Head Start CEA Review – Sections 2.0 & 9.0
Draft Date: June 7, 2018
Final Date: June 25, 2018



Tara Hazelbaker, CPA
DIRECTOR OF INTERNAL AUDIT | JEFFERSON PARISH

OVERVIEW

BACKGROUND

Head Start is a Federal program that promotes the school readiness of children from birth to age five from low-income families by enhancing their cognitive, social, and emotional development. In Jefferson Parish, the Head Start program not only serves children from birth to age five but also serves pregnant women, and infants and toddlers up to thirty-five (35) months of age. Children with disabilities can also attend the program with reasonable accommodation. The program provides a full day, center-based option throughout Jefferson Parish.

The Jefferson Parish Community Action Program (JeffCAP) has entered into Cooperative Endeavor Agreements (CEA's) with four (4) Organizations to operate the Head Start program within Jefferson Parish. The four (4) Organizations are:

- 1) Alphabet Preschool,
- 2) Creative Kidz,
- 3) Kids House of Learning, Inc., and
- 4) Primestep Enterprises, Inc. *Effective November 28, 2017

Unless otherwise noted above*, the current CEA in place for each Organization was effective September 16, 2016, and extends through June 30, 2021. Each Organization is paid up to one hundred ninety-two thousand dollars (\$192,000) per year to operate the program. The CEA's are evaluated for renewal each year contingent upon the award of Federal funding.

OBJECTIVES

The following were the objectives of this review:

1. Ensure compliance with Section 2.0, Payment, of the CEA with each vendor organization.
2. Ensure compliance with Section 9.0, Reports, of the CEA with each vendor organization.

SCOPE

Current policies and procedures which include verbiage relative to the payment of Head Start invoices and collection of narrative reports relative to the Head Start program were obtained, along with programmatic reports indicating types of services provided and service levels. Select financial data was obtained from the AS/400 Financial Management System such as a contract payables listing for each vendor showing amounts paid from September 1, 2016, through February 28, 2018. This was later extended to March 31, 2018 (Attachment E). Invoices were selected for specific review; however, all invoices were scanned for a high-level review (Attachments F & G). Cooperative Endeavor Agreements and applicable Resolutions were also obtained for each of the four (4) Organizations (Attachments A, B, C, & D). This review covers only the sections of the CEA as indicated above and does not cover any other parts of the CEA's.

*** The remainder of the page was intentionally left blank. Please continue to the next page. ***

FINDING #1

CRITERIA

In accordance with **Section 2.0 Payment** of the CEA, in consideration of the services described [above], PARISH hereby agrees to pay ORGANIZATION a maximum amount of \$192,000. Payment will be made on a reimbursement basis [in the following manner], which is in accordance with the Code of Ordinance, Jefferson Parish, Louisiana, § 2-925.1. ORGANIZATION shall submit an invoice for services performed to PARISH within ten (10) days following the end of each calendar month, including a detailed list of services performed and an itemized account of time spent during that calendar month for each such service.

FINDING

The Department did not adhere to all the terms of Section 2.0, Payment. JeffCAP personnel creates invoices for each Organization.

OBSERVATIONS

The CEA's and related resolutions are structured such that each vendor receives \$192,000 per year for up to five (5) years, subject to availability of federal funding, for a maximum cap of \$960,000. Monthly payments are made in advance of services rendered versus on a reimbursement basis as per the terms of each CEA. (See Finding #2).

The CEA's specify that each Organization or vendor shall submit an invoice for services performed within ten (10) days following the end of each calendar month. The Organization itself does not submit an invoice, rather JeffCAP personnel creates invoices for the Organizations. Per the Assistant Director, "Monthly invoices for payments due to the Child Care Partner vendors are generated in-house by either the Assistant Director or Accountant based upon enrollment as reported in the Social Service monthly report and payroll expenses as indicated by the Child Care partner records."

Since the JeffCAP creates the invoices for the Organizations and the funds are remitted in advance to the Organizations, the requirement for the Organization itself to submit an invoice within ten (10) days following the end of each calendar month could not be evaluated and is a non-issue in this case.

Invoice compliance testing can be found at Attachment F.

SUGGESTION

JeffCAP should abide by the terms of the Cooperative Endeavor Agreement which embraces the Federal guidelines set forth by the Department of Health and Human Services. Each Organization needs to create its own invoice and present such invoice to JeffCAP based upon services already rendered.

RESPONSE FROM JEFFCAP

JeffCAP concurs with this finding. JeffCAP creating or generating invoices on behalf of any third party is not standard practice and is unique to these CEAs as we currently have other CEAs in place where the third party creates or generates their own invoices. The Assistant Director of JeffCAP has created the invoices in question for a number of reasons, those being, but not limited to: not all of the childcare partners had a fiscal system/software to create one, there were initially incorrect invoices submitted by the childcare partners, computer illiteracy, etc. The Assistant Director thought that it would be easier to

be helpful to the childcare partners and create the invoices to avoid continued errors and issues in them being submitted as needed for reimbursement. The decision to do this was not presented to the JeffCAP Director for approval at the time that it was made by the Assistant Director.

Going forward, JeffCAP will provide the childcare partners and any third party that may require training and technical assistance with an invoice template or request that they create their own invoices for submission. An example of such is attached (Attachment H: Template – Invoice – Child Care Partners).

FINDING #2

CRITERIA

In accordance with **Section 2.0 Payment** of the CEA, PARISH shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product. Jeff CAP HS B-5 shall provide the sum of \$1,000 per child per month to CONTRACTOR for salaries, benefits, supplies and materials and/or services that will increase the quality of services provided to Early Head Start eligible children and families. This payment will be paid upon the submission of a monthly invoice and it is determined that all expenses are allowable, allocable, reasonable and necessary.

FINDING

The Department did not adhere to all the terms of Section 2.0, Payment. Payments are made in advance rather than on a reimbursement basis.

OBSERVATIONS

The CEA's specify that payment shall be remitted within thirty (30) days following receipt of a detailed list of services and acceptance of the work product; however, payments are made in advance rather than on a reimbursement basis. Documentation is later submitted to ascertain costs of each organization.

As per the terms of the CEA, invoices reflect that \$1,000 per enrolled child is remitted to each Organization. Invoices created by JeffCAP for the Organizations are dated at the first of each month of service for that month of service, and payments were remitted to each Organization prior to the end of the month of service. For example, a payment for March 2018 services was remitted to Prime Enterprises on March 20, 2018, based on an invoice dated March 1, 2018, which was created by JeffCAP.

Per the Assistant Director, "Regardless of when an invoice is generated/submitted for payment, the first of each month has customarily been used as the invoice date for consistency purposes; the Parish's Request for Payment form includes the entire payment period, March 1—March 31; because expenses such as salaries, benefits, utilities, etc. continually accumulate (creating obligations in advance) and because the Child Care partners submit payroll/expense documentation throughout each month, the payments to the partners are on a reimbursement basis; please advise if the last day of the month as the invoice date would be less ambiguous and a better practice; Also, payments are processed in this manner (taking into account the timeliness of the payment/approval process) to minimize the hardship felt by the Child Care partners."

SUGGESTION

JeffCAP should abide by the terms of the Cooperative Endeavor Agreement which embraces the Federal guidelines set forth by the Department of Health and Human Services. Each Organization should be paid on a reimbursement basis versus in advance.

RESPONSE FROM JEFFCAP

JeffCAP concurs with this finding. JeffCAP reimbursing childcare partners prior to receiving proper backup is not standard practice and is unique to the CEAs with the JeffCAP child care partners as we currently have other CEAs in place where the third party is not reimbursed until we receive their invoice or reimbursement request with the proper backup documentation.

After a conversation with the Head Start Administrator and the childcare partners, there was an idea offered by the Assistant Director to advance the funds to the childcare partners based on reports that the Head Start Administrative team has access to concerning enrollment and attendance. This decision to do this was not presented to the JeffCAP Director for his approval at the time that it was made by the Assistant Director of JeffCAP. The belief by the Assistant Director was that the current language contained in the CEA may cause a hardship for the childcare partners because in the timing of reimbursement compared to when the childcare partners actually incur expenses. There are Head Start policy and program guidelines found at <https://eclkc.ohs.acf.hhs.gov/policy/im/acf-im-hs-15-03-attachment> and attached to this response (Attachment I: Policy and Program Guidance for the Early Head Start-Child Care Partnerships EHS-CCP) that advises grantees to avoid placing childcare partners in financial hardship. The language specifically states:

“Payment in Advance for Partners

Payment terms and conditions are an important aspect of the partnership agreement. Grantees are expected to direct a significant portion of funding to their child care partners. Many child care partners do not have sufficient resources to advance the cost of providing partnership services and will need access to sufficient funds to accomplish the goals and objectives established in the agreement. Partners should be paid on an enrollment basis rather than on an attendance basis. The EHS-CCP grantee is funded on an enrollment basis by the federal government, and this method needs to be adopted with most partners. The partner will have other costs associated with fully preparing their staff and the care environment to meet HSPPS that also must be calculated into payments made under the agreement.

The historic or actual child care subsidy status of enrolled families must be taken into account in determining the amount paid to partners to assure that existing child care funds are not supplanted. Subject to receipt of adequate documentation of anticipated costs, grantees may structure their partnership agreements to pay in advance on a monthly basis for identified partner costs. Anticipated costs must be reconciled with actual costs on a monthly basis to assure that EHS-CCP funds are used only for allowable program-related services. Should payment overages occur, these amounts can be reconciled in the next month's advance payment.”

While this federal guidance conflicts directly with Jefferson Parish’s CEA ordinance and boilerplate CEA language, there is federal guidance that suggests that there may not be a one size fits all process to engaging childcare partners. However, as the rules of the Parish are more stringent, they should have been followed, and they were not.

As a potential remedy to be compliant with the CEA ordinance and boilerplate CEA language as well as the federal guidance, JeffCAP is in the process of amending the CEAs with the childcare partners to allow for bi-monthly (every other week) invoice submission. The current language reads that invoices are to be submitted monthly. As payroll is the primary reason that much of the costs are incurred on a monthly basis by the childcare partners, allowing bi-monthly invoice submission will ensure that the partners will have less of a wait to receive reimbursement for funds expended over the course of two weeks rather than the course of an entire month. This will allow us to prevent imposing a hardship on the childcare partners, and also allows us to be compliant to the CEA ordinance and boilerplate CEA language as well as the federal guidance from ACF-IM-HS-15-03.

Going forward JeffCAP will ensure that invoices submitted by the childcare partners or other third party entities will have the proper backup documentation prior to initiating the process for the reimbursement of funds.

FINDING #3

CRITERIA

In accordance with **Section 9.0 Reports** of the CEA, ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts of \$100,000 or greater require quarterly narrative reporting.

The following reports as required:

REPORT	RESPONSIBLE POSITION
Attendance	Family Service Specialist
Family Services Report	Family Service Specialist
Monthly Invoice	Assistant Administrator
Parent Involvement	Social Services Coordinator
Non-Federal	Social Services Coordinator
Health & Screening Report	Health Coordinator
CLASS	Education Coordinator/Disabilities

FINDING

The Department did not adhere to all the terms of Section 9.0 Reports. Narrative reports were not furnished by each Organization.

OBSERVATIONS

Per the terms of the CEA's, the Organization shall furnish narrative reports to the Internal Auditor on a quarterly basis. Such narrative reports were not furnished either to the department or to the Internal Auditor.

Per the Assistant Director, "Because JeffCAP's Child Care partners actually report on a monthly basis, quarterly reports are not necessary and would be redundant for JeffCAP staff members and Child Care partners alike; these monthly reports were included on the jump drive—the items reported (i.e. enrollment, attendance, medical/vision/psyche evaluations) are indicators of child care services provided and justify payments for salaries, benefits, supplies and materials as outlined in the CEA's."

SUGGESTION

JeffCAP should abide by the terms of the Cooperative Endeavor Agreement. Each Organization needs to submit quarterly narrative reports to JeffCAP for selective review by the Department of Internal Audit.

RESPONSE FROM JEFFCAP

JeffCAP concurs, in part, with this finding. JeffCAP understands the need for the reporting requirement and that the deliverable must be provided to the Internal Auditor per the terms of the CEA by the childcare partner or third party. However, outside of the reporting requirement needed by the CEA ordinance and the boilerplate CEA language, JeffCAP Head Start has a federally mandated and expected reporting requirement for monthly reporting as to the administration of the Head Start program in each licensed facility. JeffCAP expressed concern with this finding to the Internal Auditor because of the fact that the federal reporting requirement is more stringent than the local requirement and that the more frequent reports being received would actually go above and beyond as to the needs of the local reporting requirement. The Internal Auditor communicated to JeffCAP that the reports that are received are valid, but that narrative reports as specifically called for by the CEA were not completed and that it would allow lay people, or people not involved in the world of early childhood education, to more easily understand the program and the expenditures.

Going forward, JeffCAP will provide the childcare partners and any third party that may require it training and technical assistance with a reporting template tailored to the specific CEA as to avoid confusion or concern with current reporting requirements, if there be any. An example of such is attached (Attachment J: Quarterly Financial and Narrative Report). Also as the narrative report deliverable is due to the Internal Auditor directly by the third party who is operating with the Parish under a CEA, the department will follow up with the third party entity to ensure that the entity is being compliant and submitting their reports in a timely manner.

*** The remainder of the page was intentionally left blank. Please continue to the next page. ***

SUMMARY

In summary, documentation received from JeffCAP was comprehensive in terms of the requested items and in good order. The operations of the Head Start program do not always mirror the terms of the contract sections evaluated. For example, funds are advanced to the vendors yet the contract indicates that they should be remitted on a reimbursement basis. Such advancements are made based off of monthly invoices which are created by JeffCAP from previous monthly enrollment data.

Additionally, the contract specifies that quarterly narrative reports should be submitted to the Internal Auditor; however, programmatic information is sent in other forms to the department.

In all cases, JeffCAP should abide by the terms of the Cooperative Endeavor Agreement which embraces the Federal guidelines set forth by the Department of Health and Human Services.

Internal audit recommends that JeffCAP review and take appropriate actions as noted in the Findings #1, 2, and 3.

REPORT WRAP UP

Internal Audit obtained responses from all departments which are noted in the “Response From...” section of each Finding. Additionally, a response from the Parish Administration and Parish Attorney’s Office can be found in Attachment 2, following this report.

JeffCAP offered the following additional comments related to corrective actions taken:

For internal corrective action and to ensure that the childcare partners are aware and will comply with the current requirements of the CEAs, JeffCAP personnel met with the partners collectively on June 13, 2018, to inform them of the changes to our collective process based on this internal audit draft report. All childcare partners acknowledged that they will continue as childcare partners for the Head Start program and that they understood the requirements placed upon them by the CEAs that they have signed and agreed to. These acknowledgments can be found in Attachment K: Child Care Partner Acknowledgments.

In conclusion, please accept these responses to your findings noted in the [draft] audit report. JeffCAP would like to thank the Internal Auditor for working with our department during this process. JeffCAP sees any audit process as necessary and standard to ensure that the funds that we manage are expended in a compliant, effective and efficient manner. JeffCAP has a history of being compliant to audit processes as we are audited at the federal, state and local levels. Any suggestion, concern or finding is taken seriously, and the Director and the staff of JeffCAP take full responsibility for non-compliance and will work to correct it. In addition, the outcome of this process is not seen as a negative but as an opportunity for improvement. JeffCAP looks forward to implementing the outcome of this audit report and working closely with the Internal Auditor and other Jefferson Parish administrators as needed to ensure future compliance once this audit process is complete.

****END****

ATTACHMENT 1

AUDITOR INDEPENDENCE STATEMENT

According to Ordinance No. 25549 (April 4, 2018), Sec.2-162.2(a) and (d), the Director of Internal Audit “shall engage in audit activities and complete audits in an independent manner, free of any organizational or personal impairment. The Director shall attest in writing that all audit activity was concluded with independence, free from organizational or personal impairment.”

Sec. 2-162.2- Independence and Objectivity; Professional Standards.

(a) The Department function must be independent to retain objectivity, and the Department's independence allows the Director to make assessments impartially and without bias while avoiding conflicts of interest. In furtherance of the operation of an independent and objective Department, the Department shall use the following standards in the completion of all audits and in the conduct of all activity:

- (1) The Standards and Code of Ethics produced by the Institute of Internal Auditors and published in the *Professional Practices Framework*;
- (2) The Standards and Principles produced by the Government Accountability Office and published in the *Government Auditing Standards*; and
- (3) the professional and ethical standards issued by the American Institute of Certified Public Accountants.

(d) The Director shall engage in audit activities and complete audits in an independent manner, free of any organizational or personal impairment. The Director shall attest in writing that all audit activity was concluded with independence, free from organizational or personal impairment. Any impairment to independence, organizational or personal, shall be reported in writing to the Council and copied to the Parish President and the Inspector General within seven (7) days of discovering the impairment, organizational or personal.

The following is the required attestation meant to comply with both professional standards and Jefferson Parish Ordinance No. 25549.

ATTESTATION:

Internal Audit Report #2018-005 was conducted with independence and free from organizational or personal impairment.



Digitally signed by Tara
Hazelbaker
DN: cn=Tara Hazelbaker, o, ou,
email=thazelbaker@jeffparish.ne
t, c=US
Date: 2018.06.25 15:12:20 -05'00'

ATTACHMENT 2

RESPONSE FROM PARISH ADMINISTRATION

The Administration concurs with the findings of the Internal Auditor and will counsel the staff and administrative team of our JeffCAP/Head Start program to comply with the IA findings and to follow the terms of the Agreements with these outside organizations. JP staff will not create or generate invoices on behalf of any third parties. JP staff will not advance payments in disregard of the terms of these agreements and JP staff will require the proper quarterly reports.

The Administration will conduct a review of the actions of staff and determine if disciplinary action is warranted.

Response received via email on June 7, 2018, from Keith Conley, Jefferson Parish Chief Operating Officer.

RESPONSE FROM PARISH ATTORNEY'S OFFICE

The Parish Attorney's Office has reviewed Internal Audit Report #2018-005 (Head Start CEA Review – Sections 2.0 & 9.0) and concurs with the recommendations of the Internal Audit Department based upon the facts detailed in the Report. The Parish Attorney's Office suggests that The Jefferson Parish Community Action Program expeditiously adopt all corrective measures outlined in the Report to ensure the proper administration of the subject Head Start Cooperative Endeavor Agreements.

Response received via email on June 21, 2018, from Marc Dougherty, Senior Assistant Parish Attorney.

*** The remainder of the page was intentionally left blank. Please continue to the next page. ***

ATTACHMENT A

ALPHABET PRESCHOOL: CEA AND RESOLUTIONS

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
ALPHABET PRESCHOOL**

This Agreement is made and entered into on this 16th day of September, 2016, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Cynthia Lee Sheng, Council Chairman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No. 127772 adopted on the 24th day of August, 2016, and Alphabet Preschool, (hereinafter called "ORGANIZATION") represented by Ms. Linda Hurley, its Owner/Director. PARISH and ORGANIZATION may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of \$192,000.00, which is at least equivalent to the consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

1.0 Services/Deliverables.

A. Jeff CAP HS B-5 Shall:

1. Assist ORGANIZATION in developing and implementing "Early Head Start" like services;
2. Provide support staff (including but not limited to, Administrator Assistant Administrator, Education/ Disabilities Coordinator, Social Service Coordinator, Health Coordinator, Nurse, Dietician/Nutrition Coordinator, Family Service Specialist, Accountant) and resources to assist ORGANIZATION in developing and implementing a comprehensive range of services that conform to Head Start/ EHS Program Performance Standards;
3. The Nurse will assist families of pregnant women, infants and toddlers covered in this Agreement to find a medical home, and obtain follow-up services for all medical and/or health problems identified in medical screenings;
4. The Family Service Worker will provide an opportunity for each family within the contract to enter into a Family Partnership Agreement between parents and Family Service Specialist;
5. Ensure that Tulane Department of Psychiatry and Behavioral Sciences.

Provide services mental health/wellness services to ORGANIZATION'S EHS participants at ORGANIZATION'S center;

6. Ensure that all ORGANIZATION'S EHS teaching staff will have a physical examination and Tuberculosis (TB) test completed in accordance with Jeff CAP Head Start Birth to Five policy. Jeff CAP HS B-5 shall pay for the cost associated with the physical examination and TB test for all ORGANIZATION'S staff;
7. The Jeff CAP HS B-5 Tracking Form (Health Services) will be completed by the Nurse/ Family Service Specialist and submitted within 2 weeks after the first day of school. This document will be maintained throughout the year by the Nurse/Family Service Specialist with updates submitted by the 10th working day of each month to the Health Coordinator;
8. All immunization information on ORGANIZATION'S enrolled Jeff CAP HS B-5 infants and toddlers will be maintained in the LINKS system by the designated Jeff CAP HS B-5 LPN.
9. The Height/Weight of the ORGANIZATION'S EHS participants will be maintained by the Family Service Specialist in the Child Plus data base system;
10. ORGANIZATION'S participants with disabilities will receive services through the Jeff CAP HS B-5 Education/ Disabilities Content Area and Louisiana Department of Education Early Steps and Child Search program;
11. Jeff CAP HS B-5 and ORGANIZATION shall contract to provide "Early Head Start" like services to twelve (16) Early Head Start eligible infants (8) and toddlers (8) and four (4) pregnant women. ORGANIZATION will continue to provide all services that it currently provides to these children and their families;
12. Jeff CAP HS B-5 will provide on-going staff training to ORGANIZATION in all aspects of the Head Start/ EHS Performance Standards.

B. Alphabet Preschool shall:

1. Provide full day, full year education, parent involvement and nutrition services for twelve (12) infants and toddlers and four (4) pregnant women for 10 hours per day, five (5) days per week, twelve (12) months per year with the exception of the following holidays when the center is closed: New Year's Eve and New Year's Day, Martin Luther King, Jr. Day, Mardi Gras, Ash Wednesday, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day;
2. ORGANIZATION does agree to comply with the following general expectations of a Head Start Child Care Contract:
 - a. Must be a Type "III" child day care center licensed by the Louisiana Department of Education Licensing Division (Submit copy of current License).
 - b. Must be open to announced and unannounced visits by Jeff CAP HS B-5 staff.
 - c. Must use Creative Curriculum for Infants and Toddlers. Must use Teaching Strategies Gold assessments and ongoing progress.
3. Participate in Self-Assessment interviewing process and serve on Self-Assessment Team;
4. Allow ORGANIZATION teaching staff to participate in Jeff CAP HS B-5 Pre-Service Training;

5. ORGANIZATION'S Early Head Start (EHS) teachers will have a minimum of a Child Development Associates (CDA) with a specialty in Infant & Toddlers within 8 months of being hired or an Associate Degree in Early Childhood Education or Child Development;
6. ORGANIZATION'S EHS teaching staff must meet the credentialing mandate set forth in the 2007 Head Start Act that requires all EHS teachers to have a Child Development Associates (CDA) with an Infant & Toddlers specialty or Associates Degree in Early Childhood Education;
7. ORGANIZATION'S EHS teaching staff and food technicians will participate in Jeff CAP HS B-5 staff development activities in a manner that does not interrupt the non-Head Start operations at the ORGANIZATION'S facility. ORGANIZATION'S center supervisor will be required to participate in all Jeff CAP HS B-5 staff development activities;
8. Parent/Guardians of children participating in EHS at Alphabet Preschool will elect representatives for Jeff CAP HS B-5 Policy Council from the Parent Committee.
9. ORGANIZATION will conduct monthly Parent Committee meetings.
10. Parent/Guardian(s) with children enrolled at Alphabet Preschool will participate in the Parent Orientation and the Head Start Parent Partnership Workshop;
11. Fathers with EHS children enrolled at CONTRACTOR will have an opportunity to engage in all Early Head Start initiatives including "Fatherhood Activities";
12. ORGANIZATION Administrators and center Supervisors will attend Jeff CAP HS B-5 administrative and management meetings or send a representative that will be responsible for bringing the information back to the ORGANIZATION (i.e. Center Supervisors Meetings, Family Services Meetings, Child Care Contractors Meetings);
13. Eligible ORGANIZATION EHS enrollees will participate in the Early Head Start Transition Process;
14. ORGANIZATION EHS enrollees will participate in the Jeff CAP HS B-5 screening process;
15. ORGANIZATION'S center will be monitored by Jeff CAP HS B-5 administrators and area coordinators (central office staff) according to a schedule established by each Content Area Coordinator;
16. ORGANIZATION will present the credentials of prospective employees to the respective Content Area Coordinator to ensure the candidate meets Head Start credentialing requirements. Jeff CAP HS B-5 Content Area Coordinators will be available for consultation in hiring, recruitment and interviewing prospective employees;
17. ORGANIZATION will complete ADA and Health and Safety Checklist and submit to Jeff CAP HS B-5 prior to signing Contractual agreement;
18. Post signs announcing to the public that ORGANIZATION is a childcare contractor for Jeff CAP HS B-5;
19. All ORGANIZATION'S EHS participants will have an opportunity to participate in the Family Partnership Agreement process that will be completed by the Family Service Specialist;
20. All ORGANIZATION'S EHS participants will receive a dental screening within 90 days of entry into the program as well as receive the dental services under the Health Coordinator;

21. ORGANIZATION will ensure that health screenings are conducted (vision, hearing and behavior) within 45 days of entry into the program;
22. The ORGANIZATION'S EHS teachers that have EHS participants will complete developmental screenings and ongoing assessments for all participants for the purpose of planning appropriate activities for the children;
23. ORGANIZATION'S EHS teaching staff with EHS participants will develop individual lesson plans using Teaching Strategies Gold online system on a weekly basis that include individualization for the children enrolled. ORGANIZATION'S EHS teaching staff with EHS participants will conduct home visits before children enter the center and as scheduled on the Jeff CAP HS B-5 calendar. ORGANIZATION'S teaching staff will conduct parent conferences and provide parents with documentation related to their child's progress;
24. The Jeff CAP HS B-5 Child Outcomes will be implemented in each of ORGANIZATION'S classrooms;
25. ORGANIZATION'S staff or a representative capable of informing/training the other staff will participate in all planning meetings (staffings, IEPs, etc) for Jeff CAP HS B-5 infants and toddlers enrolled at the site;
26. ORGANIZATION will participate in all Jeff CAP HS B-5 program activities such as Open House, Parent Orientation, School Readiness Fairs, Grandparents Day, Health Fairs, etc.;
27. ORGANIZATION will maintain class sizes in compliance with the Head Start Performance Standards 1304.52 (g)(4) A group of eight is the maximum number of infants and toddlers assigned to two teachers. In other facilities, larger rooms are fitted with appropriate dividers to accommodate more than one group, while ensuring that each group functions separately, and that the Program Performance Standards are maintained. The number of children assigned to each classroom cannot exceed the mandated square footage required per child;
28. ORGANIZATION'S classroom(s) will have two teaching staff per room at all times;
29. ORGANIZATION'S site will have staff members who serve on the annual Jeff CAP HS B-5 Self-Assessment Team;
30. ORGANIZATION is expected to be in full compliance with the Head Start/ EHS Performance Standards by December 31, 2016 or within 90 days of the contract date;
31. All material/supplies/equipment purchased with Jeff CAP HS B-5 funds is considered Jeff CAP HS B-5 property and will be tagged and maintained in an inventory that will be update as needed, reviewed for accuracy, and submitted to the Assistant Administrator for Jeff CAP HS B-5 on an annual basis;
32. ORGANIZATION will participate with Jeff CAP HS B-5 scheduled activities (holiday celebrations, parent activities, and planned Jeff CAP HS B-5 activities);
33. All ORGANIZATION staff must have a criminal background check, drug screening, physical examination and TB test on file prior to employment. A physical examination and TB test is required every three years on these staff members and completion of a licensing State Central Registry (SCR) form annually;
34. The ORGANIZATION Center Supervisor or Center Designee is responsible for maintaining and entering data for personnel records and in-kind data in the Child Plus data base;

35. ORGANIZATION agrees to keep and maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of this agreement and to make available all such records, which at a minimum, shall consist of, but are not limited to, the following categories and/or documents:

- a. Enrollment records that include verification of family income and other verification required for determining eligibility for Head Start funding. Such verification must meet the criteria required by the Administration for Children and Families and Jeff CAP HS B-5; and
- b. Records documenting screening, on-going assessment and educational services for pre-school children;
- c. Fiscal and Non-Federal Share.

36. ORGANIZATION will provide each family with a minimum of two staff/family contacts for home visits and parent/teacher conferences;

37. ORGANIZATION will meet with Jeff CAP HS B-5 Administrators, at least quarterly or as deemed necessary by either party to address program problems, concerns, or issues.

2.0 Payment. In consideration of the services described above, PARISH hereby agrees to pay ORGANIZATION a maximum amount of \$192,000.00. Payment will be made on a reimbursement basis in the following manner, which is in accordance with Code of Ordinance, Jefferson Parish, Louisiana, § 2-925.1. ORGANIZATION shall submit an invoice for services performed to PARISH within ten (10) days following the end of each calendar month, including a detailed list of services performed and an itemized account of time spent during that calendar month for each such service. PARISH shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product. Jeff CAP HS B-5 shall provide the sum of \$1,000.00 per child per month to CONTRACTOR for salaries, benefits, supplies and materials and/or services that will increase the quality of services provided to Early Head Start eligible children and families. This payment will be paid upon the submission of a monthly invoice and it is determined that all expenses are allowable, allocable, reasonable and necessary.

3.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight of June 30, 2021. Jeff CAP HS B-5 will notify CONTRACTOR in writing at least 30 days in advance of any change in the terms and conditions of the Jeff CAP HS B-5 Award received by and Head Start/ EHS Program Performance Standards that would affect the delivery of services.

4.0 Termination. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of ORGANIZATION to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of CONTRACTOR, provided PARISH will give ORGANIZATION written notice of any such failure and ten (10) days to cure any such failure. CONTRACTOR agrees to comply with the terms and conditions of all applicable rules, regulations, assurances, standards, licensing requirements and other regulations referred to in this agreement. Upon CONTRACTOR becoming noncompliant with the foregoing, Jeff CAP HS B-5 will have the right to terminate this Child Care Contractual Agreement
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for cause by issuing ORGANIZATION thirty (30) days written notice.

- e. By PARISH for convenience by issuing ORGANIZATION thirty (30) days written notice.

ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

4.1 This Agreement may be terminated immediately by the PARISH for cause in the event that ORGANIZATION fails to provide services in full and complete compliance with the terms and conditions of the Grant Award, the Assurances required by the Department of Health and Human Services, the Head Start/EHS Program Performance Standards or the licensing and regulatory requirements of the State of Louisiana. The PARISH will also be entitled to terminate this Agreement on ten (10) days prior written notice in the event that its Grant Award is suspended or terminated or in the event that ORGANIZATION'S source of funds for the services set out above shall be interrupted. Either the PARISH or ORGANIZATION will be entitled to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other.

5.0 Force Majeure. Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

6.0 Independent Contractor. While in the performance of services or carrying out the obligations under this agreement, ORGANIZATION shall be acting in the capacity of independent contractor and not as employee of PARISH, and not as partner of, or joint venturer of PARISH. PARISH shall not be obliged to any person, firm or corporation for any obligations of ORGANIZATION arising from the performance of their services under this Agreement.

The PARTIES hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. pay worker's compensation insurance premiums for coverage of ORGANIZATION.

ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

7.0 Indemnification. ORGANIZATION shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by ORGANIZATION under this Agreement.

Further, ORGANIZATION hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ORGANIZATION further agrees to pay all reasonable expenses and attorney's fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8.0 Insurance. ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to PARISH, in writing, on all of the required coverage provided to PARISH.

All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. PARISH may examine the policies at any time and without notice.

All Policies and Certificates of Insurance of the organization Shall Contain the Following Clauses:

- a. ORGANIZATION insurers will have no right of recovery or subrogation against PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b. PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by ORGANIZATION.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
- e. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for ORGANIZATION.

Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverages required by the contract to PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception, employer's liability, Section B, shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- d. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by ORGANIZATION.
- e. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to PARISH as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

9.0 Reports. ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this

Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place. Complete and submit the following reports as required:

Attendance..... Family Service Specialist
Family Services Report..... Family Service Specialist
Monthly Invoice.....Assistant Administrator
Parent Involvement..... Social Service Coordinator
Non-Federal..... Social Service Coordinator
Health & Screening Report..... Health Coordinator
CLASS.....Education Coordinator/Disabilities

Submit a copy of Louisiana Department of Education Licensing Division
Surveyor's Report and copy of childcare center's license after each inspection to
the HS B-5 Assistant Administrator.

Submit copies of reports from Departments of Health and City /State Fire
Marshall.

10.0 Cost and Collection Records. PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement. ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by PARISH, and copies thereof shall be furnished if requested.

Notice. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

ORGANIZATION: ALPHABET PRESCHOOL
Linda Hurley, Owner/Director
2605 21st St.
Kenner, LA 70062

11.0 Assignment. This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of PARISH.

12.0 Legal Compliance. PARISH and ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and objectives.

13.0 Employment of Parish Personnel. ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.

14.0 Covenant against Contingent Fees. ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for

ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15.0 Discrimination Clause. ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

16.0 Annual Appropriation. Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

17.0 Jurisdiction. This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

18.0 Severability. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

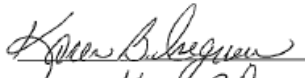
19.0 Inspector General. It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

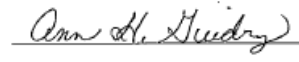
20.0 Entire Agreement. This Agreement constitutes the entire Agreement between PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

[Remainder of page intentionally left blank, signature page to follow]

This Agreement is executed in 4 originals on the day, month, and year first above written.

Witnesses:

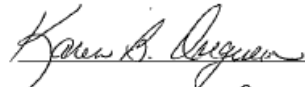

Print Name: KAREN B. BEGUENAT

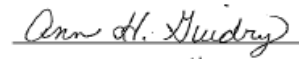

Print Name: Ann H. Guidry

PARISH OF JEFFERSON


BY: 
Cynthia Lee-Sheng, Council Chairwoman
Jefferson Parish Council

Witnesses:


Print Name: KAREN B. BEGUENAT


Print Name: Ann H. Guidry

ALPHABET PRESCHOOL

BY: 
Linda Hurley
Owner/Director

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127772

A resolution ratifying the Cooperative Endeavor Agreement between the Parish of Jefferson (PARISH) and Alphabet Preschool (ORGANIZATION) to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00). (Council District 4)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of \$192,000.00, which is at least equivalent to the consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and
WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Cooperative Endeavor Agreement between the Parish of Jefferson and Alphabet Preschool to provide for JeffCAP HS B-5 program early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00), is hereby ratified.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 21020-1010-214-7699.9/10212-006.

SECTION 3. That the term of the contract shall commence on the date of execution of the attached agreement and end on midnight of June 30, 2021.

SECTION 4. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the **24th day of August, 2016**.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

On motion of **Ms. Lee-Sheng**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 129611

A resolution approving Amendment No. 1 between the Parish of Jefferson and Alphabet Preschool to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00 for early childcare education services. (Council District 4)

WHEREAS, pursuant to Resolution No. 127772, adopted on August 24, 2016, the Parish and Organization entered into that certain Agreement dated the 16th day of September 2016, to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00); and

WHEREAS, Parish and Organization wish to amend the Agreement to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Parish is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as assisting low income families obtain early childcare resources; and

WHEREAS, Parish has a reasonable expectation of receiving a benefit or value of increased education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish, which is at least equivalent to the \$960,000.00 provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 1 between the Parish of Jefferson and Alphabet Preschool to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00 for early childcare education services is hereby approved.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 21020-1010-214-7699.9/10213-006.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the 12th day of July, 2017.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT B

CREATIVE KIDZ: CEA AND RESOLUTIONS

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
CREATIVE KIDZ**

This Agreement is made and entered into on this 16th day of September, 2016, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Cynthia Lee Sheng, Council Chairman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No. 187757 adopted on the 24th day of ~~September~~ ^{August}, 2016, and Creative Kidz, (hereinafter called "ORGANIZATION") represented by Carrie Davis Henry and Felicia Magee, its Owners/Directors. PARISH and ORGANIZATION may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of \$192,000.00, which is at least equivalent to the consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

1.0 Services/Deliverables.

A. Jeff CAP HS B-5 Shall:

1. Assist ORGANIZATION in developing and implementing "Early Head Start" like services;
2. Provide support staff (including but not limited to, Administrator Assistant Administrator, Education/ Disabilities Coordinator, Social Service Coordinator, Health Coordinator, Nurse, Dietician/Nutrition Coordinator, Family Service Specialist, Accountant) and resources to assist ORGANIZATION in developing and implementing a comprehensive range of services that conform to Head Start/ EHS Program Performance Standards;
3. The Nurse will assist families of pregnant women, infants and toddlers covered in this Agreement to find a medical home, and obtain follow-up services for all medical and/or health problems identified in medical screenings;
4. The Family Service Worker will provide an opportunity for each family within the contract to enter into a Family Partnership Agreement between parents and Family Service Specialist;
5. Ensure that Tulane Department of Psychiatry and Behavioral Sciences.

Provide services mental health/wellness services to ORGANIZATION'S EHS participants at ORGANIZATION'S center;

6. Ensure that all ORGANIZATION'S EHS teaching staff will have a physical examination and Tuberculosis (TB) test completed in accordance with Jeff CAP Head Start Birth to Five policy. Jeff CAP HS B-5 shall pay for the cost associated with the physical examination and TB test for all ORGANIZATION'S staff;
7. The Jeff CAP HS B-5 Tracking Form (Health Services) will be completed by the Nurse/ Family Service Specialist and submitted within 2 weeks after the first day of school. This document will be maintained throughout the year by the Nurse/Family Service Specialist with updates submitted by the 10th working day of each month to the Health Coordinator;
8. All immunization information on ORGANIZATION'S enrolled Jeff CAP HS B-5 infants and toddlers will be maintained in the LINKS system by the designated Jeff CAP HS B-5 LPN.
9. The Height/Weight of the ORGANIZATION'S EHS participants will be maintained by the Family Service Specialist in the Child Plus data base system;
10. ORGANIZATION'S participants with disabilities will receive services through the Jeff CAP HS B-5 Education/ Disabilities Content Area and Louisiana Department of Education Early Steps and Child Search program;
11. Jeff CAP HS B-5 and ORGANIZATION shall contract to provide "Early Head Start" like services to twelve (16) Early Head Start eligible infants (8) and toddlers (8) and four (4) pregnant women. ORGANIZATION will continue to provide all services that it currently provides to these children and their families;
12. Jeff CAP HS B-5 will provide on-going staff training to ORGANIZATION in all aspects of the Head Start/ EHS Performance Standards.

B. Creative Kidz shall:

1. Provide full day, full year education, parent involvement and nutrition services for twelve (12) infants and toddlers and four (4) pregnant women for 10 hours per day, five (5) days per week, twelve (12) months per year with the exception of the following holidays when the center is closed: New Year's Eve and New Year's Day, Martin Luther King, Jr. Day, Mardi Gras, Ash Wednesday, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day;
2. ORGANIZATION does agree to comply with the following general expectations of a Head Start Child Care Contract:
 - a. Must be a Type "III" child day care center licensed by the Louisiana Department of Education Licensing Division (Submit copy of current License).
 - b. Must be open to announced and unannounced visits by Jeff CAP HS B-5 staff.
 - c. Must use Creative Curriculum for Infants and Toddlers. Must use Teaching Strategies Gold assessments and ongoing progress.
3. Participate in Self-Assessment interviewing process and serve on Self-Assessment Team;
4. Allow ORGANIZATION teaching staff to participate in Jeff CAP HS B-5 Pre-Service Training;

5. ORGANIZATION'S Early Head Start (EHS) teachers will have a minimum of a Child Development Associates (CDA) with a specialty in Infant & Toddlers within 8 months of being hired or an Associate Degree in Early Childhood Education or Child Development;
6. ORGANIZATION'S EHS teaching staff must meet the credentialing mandate set forth in the 2007 Head Start Act that requires all EHS teachers to have a Child Development Associates (CDA) with an Infant & Toddlers specialty or Associates Degree in Early Childhood Education;
7. ORGANIZATION'S EHS teaching staff and food technicians will participate in Jeff CAP HS B-5 staff development activities in a manner that does not interrupt the non-Head Start operations at the ORGANIZATION'S facility. ORGANIZATION'S center supervisor will be required to participate in all Jeff CAP HS B-5 staff development activities;
8. Parent/Guardians of children participating in EHS at Creative Kidz will elect representatives for Jeff CAP HS B-5 Policy Council from the Parent Committee.
9. ORGANIZATION will conduct monthly Parent Committee meetings.
10. Parent/Guardian(s) with children enrolled at Creative Kidz will participate in the Parent Orientation and the Head Start Parent Partnership Workshop;
11. Fathers with EHS children enrolled at CONTRACTOR will have an opportunity to engage in all Early Head Start initiatives including "Fatherhood Activities";
12. ORGANIZATION Administrators and center Supervisors will attend Jeff CAP HS B-5 administrative and management meetings or send a representative that will be responsible for bringing the information back to the ORGANIZATION (i.e. Center Supervisors Meetings, Family Services Meetings, Child Care Contractors Meetings);
13. Eligible ORGANIZATION EHS enrollees will participate in the Early Head Start Transition Process;
14. ORGANIZATION EHS enrollees will participate in the Jeff CAP HS B-5 screening process;
15. ORGANIZATION'S center will be monitored by Jeff CAP HS B-5 administrators and area coordinators (central office staff) according to a schedule established by each Content Area Coordinator;
16. ORGANIZATION will present the credentials of prospective employees to the respective Content Area Coordinator to ensure the candidate meets Head Start credentialing requirements. Jeff CAP HS B-5 Content Area Coordinators will be available for consultation in hiring, recruitment and interviewing prospective employees;
17. ORGANIZATION will complete ADA and Health and Safety Checklist and submit to Jeff CAP HS B-5 prior to signing Contractual agreement;
18. Post signs announcing to the public that ORGANIZATION is a childcare contractor for Jeff CAP HS B-5;
19. All ORGANIZATION'S EHS participants will have an opportunity to participate in the Family Partnership Agreement process that will be completed by the Family Service Specialist;
20. All ORGANIZATION'S EHS participants will receive a dental screening within 90 days of entry into the program as well as receive the dental services under the Health Coordinator;

21. ORGANIZATION will ensure that health screenings are conducted (vision, hearing and behavior) within 45 days of entry into the program;
22. The ORGANIZATION'S EHS teachers that have EHS participants will complete developmental screenings and ongoing assessments for all participants for the purpose of planning appropriate activities for the children;
23. ORGANIZATION'S EHS teaching staff with EHS participants will develop individual lesson plans using Teaching Strategies Gold online system on a weekly basis that include individualization for the children enrolled. ORGANIZATION'S EHS teaching staff with EHS participants will conduct home visits before children enter the center and as scheduled on the Jeff CAP HS B-5 calendar. ORGANIZATION'S teaching staff will conduct parent conferences and provide parents with documentation related to their child's progress;
24. The Jeff CAP HS B-5 Child Outcomes will be implemented in each of ORGANIZATION'S classrooms;
25. ORGANIZATION'S staff or a representative capable of informing/training the other staff will participate in all planning meetings (staffings, IEPs, etc) for Jeff CAP HS B-5 infants and toddlers enrolled at the site;
26. ORGANIZATION will participate in all Jeff CAP HS B-5 program activities such as Open House, Parent Orientation, School Readiness Fairs, Grandparents Day, Health Fairs, etc.;
27. ORGANIZATION will maintain class sizes in compliance with the Head Start Performance Standards 1304.52 (g)(4) A group of eight is the maximum number of infants and toddlers assigned to two teachers. In other facilities, larger rooms are fitted with appropriate dividers to accommodate more than one group, while ensuring that each group functions separately, and that the Program Performance Standards are maintained. The number of children assigned to each classroom cannot exceed the mandated square footage required per child;
28. ORGANIZATION'S classroom(s) will have two teaching staff per room at all times;
29. ORGANIZATION'S site will have staff members who serve on the annual Jeff CAP HS B-5 Self-Assessment Team;
30. ORGANIZATION is expected to be in full compliance with the Head Start/ EHS Performance Standards by December 31, 2016 or within 90 days of the contract date;
31. All material/supplies/equipment purchased with Jeff CAP HS B-5 funds is considered Jeff CAP HS B-5 property and will be tagged and maintained in an inventory that will be update as needed, reviewed for accuracy, and submitted to the Assistant Administrator for Jeff CAP HS B-5 on an annual basis;
32. ORGANIZATION will participate with Jeff CAP HS B-5 scheduled activities (holiday celebrations, parent activities, and planned Jeff CAP HS B-5 activities);
33. All ORGANIZATION staff must have a criminal background check, drug screening, physical examination and TB test on file prior to employment. A physical examination and TB test is required every three years on these staff members and completion of a licensing State Central Registry (SCR) form annually;
34. The ORGANIZATION Center Supervisor or Center Designee is responsible for maintaining and entering data for personnel records and in-kind data in the Child Plus data base;

35. ORGANIZATION agrees to keep and maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of this agreement and to make available all such records, which at a minimum, shall consist of, but are not limited to, the following categories and/or documents:

- a. Enrollment records that include verification of family income and other verification required for determining eligibility for Head Start funding. Such verification must meet the criteria required by the Administration for Children and Families and Jeff CAP HS B-5; and
- b. Records documenting screening, on-going assessment and educational services for pre-school children;
- c. Fiscal and Non-Federal Share.

36. ORGANIZATION will provide each family with a minimum of two staff/family contacts for home visits and parent/teacher conferences;

37. ORGANIZATION will meet with Jeff CAP HS B-5 Administrators, at least quarterly or as deemed necessary by either party to address program problems, concerns, or issues.

2.0 Payment. In consideration of the services described above, PARISH hereby agrees to pay ORGANIZATION a maximum amount of \$192,000.00. Payment will be made on a reimbursement basis in the following manner, which is in accordance with Code of Ordinance, Jefferson Parish, Louisiana, § 2-925.1. ORGANIZATION shall submit an invoice for services performed to PARISH within ten (10) days following the end of each calendar month, including a detailed list of services performed and an itemized account of time spent during that calendar month for each such service. PARISH shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product. Jeff CAP HS B-5 shall provide the sum of \$1,000.00 per child per month to CONTRACTOR for salaries, benefits, supplies and materials and/or services that will increase the quality of services provided to Early Head Start eligible children and families. This payment will be paid upon the submission of a monthly invoice and it is determined that all expenses are allowable, allocable, reasonable and necessary.

3.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight of June 30, 2021. Jeff CAP HS B-5 will notify CONTRACTOR in writing at least 30 days in advance of any change in the terms and conditions of the Jeff CAP HS B-5 Award received by and Head Start/ EHS Program Performance Standards that would affect the delivery of services.

4.0 Termination. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of ORGANIZATION to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of CONTRACTOR, provided PARISH will give ORGANIZATION written notice of any such failure and ten (10) days to cure any such failure. CONTRACTOR agrees to comply with the terms and conditions of all applicable rules, regulations, assurances, standards, licensing requirements and other regulations referred to in this agreement. Upon CONTRACTOR becoming noncompliant with the foregoing, Jeff CAP HS B-5 will have the right to terminate this Child Care Contractual Agreement
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for cause by issuing ORGANIZATION thirty (30) days written notice.
- e. By PARISH for convenience by issuing ORGANIZATION thirty (30) days

written notice.

ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

4.1 This Agreement may be terminated immediately by the PARISH for cause in the event that ORGANIZATION fails to provide services in full and complete compliance with the terms and conditions of the Grant Award, the Assurances required by the Department of Health and Human Services, the Head Start/EHS Program Performance Standards or the licensing and regulatory requirements of the State of Louisiana. The PARISH will also be entitled to terminate this Agreement on ten (10) days prior written notice in the event that its Grant Award is suspended or terminated or in the event that ORGANIZATION'S source of funds for the services set out above shall be interrupted. Either the PARISH or ORGANIZATION will be entitled to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other.

5.0 Force Majeure. Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

6.0 Independent Contractor. While in the performance of services or carrying out the obligations under this agreement, ORGANIZATION shall be acting in the capacity of independent contractor and not as employee of PARISH, and not as partner of, or joint venturer of PARISH. PARISH shall not be obliged to any person, firm or corporation for any obligations of ORGANIZATION arising from the performance of their services under this Agreement.

The PARTIES hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. pay worker's compensation insurance premiums for coverage of ORGANIZATION.

ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

7.0 Indemnification. ORGANIZATION shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by ORGANIZATION under this Agreement.

Further, ORGANIZATION hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ORGANIZATION further agrees to pay all reasonable expenses and attorney's fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8.0 Insurance. ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to PARISH, in writing, on all of the required coverage provided to PARISH. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. PARISH may examine the policies at any time and without notice.

All Policies and Certificates of Insurance of the organization Shall Contain the Following Clauses:

- a. ORGANIZATION insurers will have no right of recovery or subrogation against PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b. PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by ORGANIZATION.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
- e. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for ORGANIZATION.

Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverages required by the contract to PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception, employer's liability, Section B, shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- d. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by ORGANIZATION.
- c. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to PARISH as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

9.0 Reports. ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be

furnished within 30 days of the event taking place. Complete and submit the following reports as required:

Attendance..... Family Service Specialist
Family Services Report..... Family Service Specialist
Monthly Invoice.....Assistant Administrator
Parent Involvement..... Social Service Coordinator
Non-Federal..... Social Service Coordinator
Health & Screening Report.... Health Coordinator
CLASS.....Education Coordinator/Disabilities

Submit a copy of Louisiana Department of Education Licensing Division
Surveyor's Report and copy of childcare center's license after each inspection to
the HS B-5 Assistant Administrator.

Submit copies of reports from Departments of Health and City /State Fire
Marshall.

10.0 Cost and Collection Records. PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement. ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by PARISH, and copies thereof shall be furnished if requested.

Notice. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

ORGANIZATION: CREATIVE KIDZ
Carrie Henry and Felicia Magee, Owner/Director
2141 Baratavia Boulevard
Marrero, Louisiana 70072

11.0 Assignment. This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of PARISH.

12.0 Legal Compliance. PARISH and ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and objectives.

13.0 Employment of Parish Personnel. ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.

14.0 Covenant against Contingent Fees. ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, PARISH shall have the right to annul this Agreement without liability or, in PARISH's

discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15.0 Discrimination Clause. ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

16.0 Annual Appropriation. Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

17.0 Jurisdiction. This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

18.0 Severability. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

19.0 Inspector General. It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

20.0 Entire Agreement. This Agreement constitutes the entire Agreement between PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

[Remainder of page intentionally left blank, signature page to follow]

This Agreement is executed in 4 originals on the day, month, and year first above written.

Witnesses:

Norma Loner
Print Name: Norma Loner

Deshine Parker
Print Name: Deshine Parker

PARISH OF JEFFERSON

BY: Cynthia Lee-Sheng
Cynthia Lee-Sheng, Council Chairwoman
Jefferson Parish Council

Witnesses:

Norma Loner
Print Name: Norma Loner

Deshine Parker
Print Name: Deshine Parker

CREATIVE KIDZ

BY: Carrie Davis Henry & Felicia Magee
Carrie Davis Henry & Felicia Magee,
Owner/Director

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127757

A resolution ratifying the Cooperative Endeavor Agreement between the Parish of Jefferson (PARISH) and Creative Kidz (ORGANIZATION) to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00). (Council District 3)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of \$192,000.00, which is at least equivalent to the consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Cooperative Endeavor Agreement between the Parish of Jefferson and Creative Kidz to provide for JeffCAP HS B-5 program early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00), is hereby ratified.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 21020-1010-214-7699.9/10212-006.

SECTION 3. That the term of the contract shall commence on the date of execution of the attached agreement and end on midnight of June 30, 2021.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the **24th day of August, 2016.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

On motion of **Ms. Lee-Sheng**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 129603

A resolution approving Amendment No. 1 between the Parish of Jefferson and Creative Kidz to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00 for early childcare education services. (Council District 3)

WHEREAS, pursuant to Resolution No. 127757, adopted on August 24, 2016, the Parish and Organization entered into that certain Agreement dated the 16th day of September 2016, to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00); and

WHEREAS, Parish and Organization wish to amend the Agreement to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Parish is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as assisting low income families obtain early childcare resources; and

WHEREAS, Parish has a reasonable expectation of receiving a benefit or value of increased education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish, which is at least equivalent to the \$960,000.00 provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 1 between the Parish of Jefferson and Creative Kidz to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00 for early childcare education services is hereby approved.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 21020-1010-214-7699.9/10213-006.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the 12th day of July, 2017.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT C

KIDS HOUSE OF LEARNING, INC.: CEA AND RESOLUTIONS

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE PARISH OF JEFFERSON AND KIDS HOUSE OF LEARNING

This Agreement is made and entered into on this 16th day of September, 2016, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Cynthia Lee Sheng, Council Chairman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No.127750 adopted on the 24th day of August, 2016, and Kids House of Learning, (hereinafter called "ORGANIZATION") represented by Ms. Shirley Fikes-Funches, its Owners/Directors. PARISH and ORGANIZATION may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is to provide education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of \$192,000.00, which is at least equivalent to the consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

1.0 Services/Deliverables.

A. Jeff CAP HS B-5 Shall:

1. Assist ORGANIZATION in developing and implementing "Early Head Start" (EHS)like services;
2. Provide support staff (including but not limited to, Administrator Assistant, Administrator, Education/ Disabilities Coordinator, Social Service Coordinator, Health Coordinator, Nurse, Dietician/Nutrition Coordinator, Family Service Specialist, Accountant) and resources to assist ORGANIZATION in developing and implementing a comprehensive range of services that conform to Head Start/ EHS Program Performance Standards;
3. The Nurse will assist families of pregnant women, infants and toddlers covered in this Agreement to find a medical home, and obtain follow-up services for all medical and/or health problems identified in medical screenings;
4. The Family Service Worker will provide an opportunity for each family within the contract to enter into a Family Partnership Agreement between parents and Family Service Specialist;
5. Ensure that Tulane Department of Psychiatry and Behavioral Sciences

Provide services mental health/wellness services to ORGANIZATION'S EHS participants at ORGANIZATION'S center;

6. Ensure that all ORGANIZATION'S EHS teaching staff will have a physical examination and Tuberculosis (TB) test completed in accordance with Jeff CAP Head Start Birth to Five policy. Jeff CAP HS B-5 shall pay for the cost associated with the physical examination and TB test for all ORGANIZATION'S staff;
7. The Jeff CAP HS B-5 Tracking Form (Health Services) will be completed by the Nurse/ Family Service Specialist and submitted within 2 weeks after the first day of school. This document will be maintained throughout the year by the Nurse/Family Service Specialist with updates submitted by the 10th working day of each month to the Health Coordinator;
8. All immunization information on ORGANIZATION'S enrolled Jeff CAP HS B-5 infants and toddlers will be maintained in the LINKS system by the designated Jeff CAP HS B-5 LPN.
9. The Height/Weight of the ORGANIZATION'S EHS participants will be maintained by the Family Service Specialist in the Child Plus data base system;
10. ORGANIZATION'S participants with disabilities will receive services through the Jeff CAP HS B-5 Education/ Disabilities Content Area and Louisiana Department of Education Early Steps and Child Search program;
11. Jeff CAP HS B-5 and ORGANIZATION shall contract to provide "Early Head Start" like services to twelve (16) Early Head Start eligible infants (8) and toddlers (8) and four (4) pregnant women. ORGANIZATION will continue to provide all services that it currently provides to these children and their families;
12. Jeff CAP HS B-5 will provide on-going staff training to ORGANIZATION in all aspects of the Head Start/ EHS Performance Standards.

B. Kids House of Learning shall:

1. Provide full day, full year education, parent involvement and nutrition services for twelve (12) infants and toddlers and four (4) pregnant women for 10 hours per day, five (5) days per week, twelve (12) months per year with the exception of the following holidays when the center is closed: New Year's Eve and New Year's Day, Martin Luther King, Jr. Day, Mardi Gras, Ash Wednesday, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day;
2. ORGANIZATION does agree to comply with the following general expectations of a Head Start Child Care Contract:
 - a. Must be a Type "III" child day care center licensed by the Louisiana Department of Education Licensing Division (Submit copy of current License).
 - b. Must be open to announced and unannounced visits by Jeff CAP HS B-5 staff.
 - c. Must use Creative Curriculum for Infants and Toddlers. Must use Teaching Strategies Gold assessments and ongoing progress.
3. Participate in Self-Assessment interviewing process and serve on Self-Assessment Team;
4. Allow ORGANIZATION teaching staff to participate in Jeff CAP HS B-5 Pre-Service Training.;

5. ORGANIZATION'S Early Head Start (EHS) teachers will have a minimum of a Child Development Associates (CDA) with a specialty in Infant & Toddlers within 8 months of being hired or an Associate Degree in Early Childhood Education or Child Development;
6. ORGANIZATION'S EHS teaching staff must meet the credentialing mandate set forth in the 2007 Head Start Act that requires all EHS teachers to have a Child Development Associates (CDA) with an Infant & Toddlers specialty or Associates Degree in Early Childhood Education;
7. ORGANIZATION'S EHS teaching staff and food technicians will participate in Jeff CAP HS B-5 staff development activities in a manner that does not interrupt the non-Head Start operations at the ORGANIZATION'S facility. ORGANIZATION'S center supervisor will be required to participate in all Jeff CAP HS B-5 staff development activities;
8. Parent/Guardians of children participating in EHS at Kids House of Learning will elect representatives for Jeff CAP HS B-5 Policy Council from the Parent Committee.
9. ORGANIZATION will conduct monthly Parent Committee meetings.
10. Parent/Guardian(s) with children enrolled at Kids House of Learning will participate in the Parent Orientation and the Head Start Parent Partnership Workshop;
11. Fathers with EHS children enrolled at CONTRACTOR will have an opportunity to engage in all Early Head Start initiatives including "Fatherhood Activities";
12. ORGANIZATION Administrators and center Supervisors will attend Jeff CAP HS B-5 administrative and management meetings or send a representative that will be responsible for bringing the information back to the ORGANIZATION (i.e. Center Supervisors Meetings, Family Services Meetings, Child Care Contractors Meetings);
13. Eligible ORGANIZATION EHS enrollees will participate in the Early Head Start Transition Process;
14. ORGANIZATION EHS enrollees will participate in the Jeff CAP HS B-5 screening process;
15. ORGANIZATION'S center will be monitored by Jeff CAP HS B-5 administrators and area coordinators (central office staff) according to a schedule established by each Content Area Coordinator;
16. ORGANIZATION will present the credentials of prospective employees to the respective Content Area Coordinator to ensure the candidate meets Head Start credentialing requirements. Jeff CAP HS B-5 Content Area Coordinators will be available for consultation in hiring, recruitment and interviewing prospective employees;
17. ORGANIZATION will complete ADA and Health and Safety Checklist and submit to Jeff CAP HS B-5 prior to signing Contractual agreement;
18. Post signs announcing to the public that ORGANIZATION is a childcare contractor for Jeff CAP HS B-5;
19. All ORGANIZATION'S EHS participants will have an opportunity to participate in the Family Partnership Agreement process that will be completed by the Family Service Specialist;
20. All ORGANIZATION'S EHS participants will receive a dental screening within 90 days of entry into the program as well as receive the dental services under the Health Coordinator;

21. ORGANIZATION will ensure that health screenings are conducted (vision, hearing and behavior) within 45 days of entry into the program;
22. The ORGANIZATION'S EHS teachers that have EHS participants will complete developmental screenings and ongoing assessments for all participants for the purpose of planning appropriate activities for the children;
23. ORGANIZATION'S EHS teaching staff with EHS participants will develop individual lesson plans using Teaching Strategies Gold online system on a weekly basis that include individualization for the children enrolled. ORGANIZATION'S EHS teaching staff with EHS participants will conduct home visits before children enter the center and as scheduled on the Jeff CAP HS B-5 calendar. ORGANIZATION'S teaching staff will conduct parent conferences and provide parents with documentation related to their child's progress;
24. The Jeff CAP HS B-5 Child Outcomes will be implemented in each of ORGANIZATION'S classrooms;
25. ORGANIZATION'S staff or a representative capable of informing/training the other staff will participate in all planning meetings (staffings, IEPs, etc) for Jeff CAP HS B-5 infants and toddlers enrolled at the site;
26. ORGANIZATION will participate in all Jeff CAP HS B-5 program activities such as Open House, Parent Orientation, School Readiness Fairs, Grandparents Day, Health Fairs, etc.;
27. ORGANIZATION will maintain class sizes in compliance with the Head Start Performance Standards 1304.52 (g)(4) A group of eight is the maximum number of infants and toddlers assigned to two teachers. In other facilities, larger rooms are fitted with appropriate dividers to accommodate more than one group, while ensuring that each group functions separately, and that the Program Performance Standards are maintained. The number of children assigned to each classroom cannot exceed the mandated square footage required per child;
28. ORGANIZATION'S classroom(s) will have two teaching staff per room at all times;
29. ORGANIZATION'S site will have staff members who serve on the annual Jeff CAP HS B-5 Self-Assessment Team;
30. ORGANIZATION is expected to be in full compliance with the Head Start/ EHS Performance Standards by December 31, 2016 or within 90 days of the contract date;
31. All material/supplies/equipment purchased with Jeff CAP HS B-5 funds is considered Jeff CAP HS B-5 property and will be tagged and maintained in an inventory that will be update as needed, reviewed for accuracy, and submitted to the Assistant Administrator for Jeff CAP HS B-5 on an annual basis;
32. ORGANIZATION will participate with Jeff CAP HS B-5 scheduled activities (holiday celebrations, parent activities, and planned Jeff CAP HS B-5 activities);
33. All ORGANIZATION staff must have a criminal background check, drug screening, physical examination and TB test on file prior to employment. A physical examination and TB test is required every three years on these staff members and completion of a licensing State Central Registry (SCR) form annually;
34. The ORGANIZATION Center Supervisor or Center Designee is responsible for maintaining and entering data for personnel records and in-kind data in the Child Plus data base;

35. ORGANIZATION agrees to keep and maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of this agreement and to make available all such records, which at a minimum, shall consist of, but are not limited to, the following categories and/or documents:

- a. Enrollment records that include verification of family income and other verification required for determining eligibility for Head Start funding. Such verification must meet the criteria required by the Administration for Children and Families and Jeff CAP HS B-5; and
- b. Records documenting screening, on-going assessment and educational services for pre-school children;
- c. Fiscal and Non-Federal Share.

36. ORGANIZATION will provide each family with a minimum of two staff/family contacts for home visits and parent/teacher conferences;

37. ORGANIZATION will meet with Jeff CAP HS B-5 Administrators, at least quarterly or as deemed necessary by either party to address program problems, concerns, or issues.

2.0 Payment. In consideration of the services described above, PARISH hereby agrees to pay ORGANIZATION a maximum amount of \$192,000.00. Payment will be made on a reimbursement basis in the following manner, which is in accordance with Code of Ordinance, Jefferson Parish, Louisiana, § 2-925.1. ORGANIZATION shall submit an invoice for services performed to PARISH within ten (10) days following the end of each calendar month, including a detailed list of services performed and an itemized account of time spent during that calendar month for each such service. PARISH shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product. Jeff CAP HS B-5 shall provide the sum of \$1,000.00 per child per month to CONTRACTOR for salaries, benefits, supplies and materials and/or services that will increase the quality of services provided to Early Head Start eligible children and families. This payment will be paid upon the submission of a monthly invoice and it is determined that all expenses are allowable, allocable, reasonable and necessary.

3.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight of June 30, 2021. Jeff CAP HS B-5 will notify CONTRACTOR in writing at least 30 days in advance of any change in the terms and conditions of the Jeff CAP HS B-5 Award received by and Head Start/ EHS Program Performance Standards that would affect the delivery of services.

4.0 Termination. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of ORGANIZATION to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of CONTRACTOR, provided PARISH will give ORGANIZATION written notice of any such failure and ten (10) days to cure any such failure. CONTRACTOR agrees to comply with the terms and conditions of all applicable rules, regulations, assurances, standards, licensing requirements and other regulations referred to in this agreement. Upon CONTRACTOR becoming noncompliant with the foregoing, Jeff CAP HS B-5 will have the right to terminate this Child Care Contractual Agreement
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for cause by issuing ORGANIZATION thirty (30) days written notice.

- e. By PARISH for convenience by issuing ORGANIZATION thirty (30) days written notice.

ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

4.1 This Agreement may be terminated immediately by the PARISH for cause in the event that ORGANIZATION fails to provide services in full and complete compliance with the terms and conditions of the Grant Award, the Assurances required by the Department of Health and Human Services, the Head Start/EHS Program Performance Standards or the licensing and regulatory requirements of the State of Louisiana. The PARISH will also be entitled to terminate this Agreement on ten (10) days prior written notice in the event that its Grant Award is suspended or terminated or in the event that ORGANIZATION'S source of funds for the services set out above shall be interrupted. Either the PARISH or ORGANIZATION will be entitled to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other.

5.0 Force Majeure. Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

6.0 Independent Contractor. While in the performance of services or carrying out the obligations under this agreement, ORGANIZATION shall be acting in the capacity of independent contractor and not as employee of PARISH, and not as partner of, or joint venturer of PARISH. PARISH shall not be obliged to any person, firm or corporation for any obligations of ORGANIZATION arising from the performance of their services under this Agreement.

The PARTIES hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. pay worker's compensation insurance premiums for coverage of ORGANIZATION.

ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

7.0 Indemnification. ORGANIZATION shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by ORGANIZATION under this Agreement.

Further, ORGANIZATION hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ORGANIZATION further agrees to pay all reasonable expenses and attorney's fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8.0 Insurance. ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to PARISH and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to PARISH, in writing, on all of the required coverage provided to PARISH.

All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. PARISH may examine the policies at any time and without notice.

All Policies and Certificates of Insurance of the organization Shall Contain the Following Clauses:

- a. ORGANIZATION insurers will have no right of recovery or subrogation against PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b. PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by ORGANIZATION.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
- e. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for ORGANIZATION.

Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverages required by the contract to PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception, employer's liability, Section B, shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- d. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by ORGANIZATION.
- e. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to PARISH as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

9.0 Reports. ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this

Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place. Complete and submit the following reports as required:

Attendance..... Family Service Specialist
Family Services Report..... Family Service Specialist
Monthly Invoice.....Assistant Administrator
Parent Involvement..... Social Service Coordinator
Non-Federal..... Social Service Coordinator
Health & Screening Report.... Health Coordinator
CLASS.....Education Coordinator/Disabilities

Submit a copy of Louisiana Department of Education Licensing Division
Surveyor's Report and copy of childcare center's license after each inspection to
the HS B-5 Assistant Administrator.

Submit copies of reports from Departments of Health and City /State Fire
Marshall.

10.0 Cost and Collection Records. PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement. ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by PARISH, and copies thereof shall be furnished if requested.

Notice. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Cynthia Lee-Sheng
COUNCIL CHAIRWOMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

ORGANIZATION: KIDS HOUSE OF LEARNING
Shirley Fikes-Funchess, Owner/Director
711 Derbigny St.
Gretna, LA 70053

11.0 Assignment. This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of PARISH.

12.0 Legal Compliance. PARISH and ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and objectives.

13.0 Employment of Parish Personnel. ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.

14.0 Covenant against Contingent Fees. ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for

ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15.0 Discrimination Clause. ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

16.0 Annual Appropriation. Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

17.0 Jurisdiction. This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

18.0 Severability. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

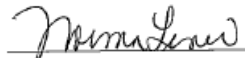
19.0 Inspector General. It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

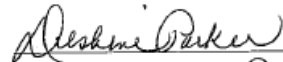
20.0 Entire Agreement. This Agreement constitutes the entire Agreement between PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

[Remainder of page intentionally left blank, signature page to follow]

This Agreement is executed in 4 originals on the day, month, and year first above written.

Witnesses:

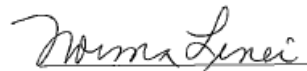

Print Name: Norma Liner

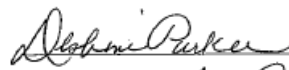

Print Name: Deshaun Parker

PARISH OF JEFFERSON


BY: 
Cynthia Lee-Sheng, Council Chairwoman
Jefferson Parish Council

Witnesses:


Print Name: Norma Liner


Print Name: Deshaun Parker

KIDS HOUSE OF LEARNING

BY: 
Shirley Fikes-Funches
Owner/Director

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127750

A resolution ratifying the Cooperative Endeavor Agreement between the Parish of Jefferson (PARISH) and Kids House of Learning (ORGANIZATION) to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00). (Council District 1)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as to provide education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of \$192,000.00, which is at least equivalent to the consideration provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Cooperative Endeavor Agreement between the Parish of Jefferson and Kids House of Learning to provide for JeffCAP HS B-5 program early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00), is hereby ratified.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 21020-1010-214-7699.9/10212-006.

SECTION 3. That the term of the contract shall commence on the date of execution of the attached agreement and end on midnight of June 30, 2021.

SECTION 4. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the 24th day of August, 2016.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

On motion of **Ms. Lee-Sheng**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 129593

A resolution approving Amendment No. 1 between the Parish of Jefferson and Kids House of Learning to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00 for early childcare education services. (Council District 1)

WHEREAS, pursuant to Resolution No. 127750, adopted on August 24, 2016, the Parish and Organization entered into that certain Agreement dated the 16th day of September 2016, to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00); and

WHEREAS, Parish and Organization wish to amend the Agreement to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00; and

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Parish is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as assisting low income families obtain early childcare resources; and

WHEREAS, Parish has a reasonable expectation of receiving a benefit or value of increased education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish, which is at least equivalent to the \$960,000.00 provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That Amendment No. 1 between the Parish of Jefferson and Kids House of Learning to increase the contract cap to provide funds at an annual amount not to exceed \$192,000.00 for a total contract cap of \$960,000.00 for early childcare education services is hereby approved.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 21020-1010-214-7699.9/10213-006.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: 7

NAYS: None

ABSENT: None

This resolution was declared to be adopted on this the 12th day of July, 2017.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT D

PRIMESTEP ENTERPRISES, INC.: CEA AND RESOLUTION

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE PARISH OF JEFFERSON
AND
PRIME STEPS ENTERPRISES dba PRIME STEPS II
DAYCARE AND LEARNING CENTER**

This Agreement is made and entered into on this 28th day of November, 2017, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as "PARISH") represented herein by Christopher L. Roberts, Council Chairman of the Jefferson Parish Council, the Parish's governing authority, duly authorized to act pursuant to Resolution No. 130439 adopted on the 15th day of November, 2017, and Prime Steps Enterprises dba Prime Steps II Daycare and Learning Center, (hereinafter called "ORGANIZATION") represented by Barbara Crenshaw, its Owner. PARISH and ORGANIZATION may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as assisting low income families obtain early childcare resources; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of increased education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish, which is at least equivalent to the \$960,000.00 provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and ORGANIZATION hereby agree as follows:

1.0 Services/Deliverables.

A. Jeff CAP HS B-5 Shall:

1. Assist ORGANIZATION in developing and implementing "Early Head Start" like services;
2. Provide support staff (including but not limited to, Administrator Assistant, Administrator, Education/ Disabilities Coordinator, Social Service Coordinator, Health Coordinator, Nurse, Dietician/Nutrition Coordinator, Family Service Specialist, Accountant) and resources to assist ORGANIZATION in developing and implementing a comprehensive range of services that conform to Head Start/ EHS Program Performance Standards;
3. The Nurse will assist families of pregnant women, infants and toddlers covered in this Agreement to find a medical home, and obtain follow-up services for all medical and/or health problems identified in medical screenings;
4. The Family Service Worker will provide an opportunity for each family within the contract to enter into a Family Partnership Agreement between parents and Family Service Specialist;

5. Ensure that Tulane Department of Psychiatry and Behavioral Sciences provide services mental health/wellness services to ORGANIZATION'S EHS participants at ORGANIZATION'S center;
6. Ensure that all ORGANIZATION'S EHS teaching staff will have a physical examination and Tuberculosis (TB) test completed in accordance with Jeff CAP Head Start Birth to Five policy. Jeff CAP HS B-5 shall pay for the cost associated with the physical examination and TB test for all ORGANIZATION'S staff;
7. The Jeff CAP HS B-5 Tracking Form (Health Services) will be completed by the Nurse/ Family Service Specialist and submitted within 2 weeks after the first day of school. This document will be maintained throughout the year by the Nurse/Family Service Specialist with updates submitted by the 10th working day of each month to the Health Coordinator;
8. All immunization information on ORGANIZATION'S enrolled Jeff CAP HS B-5 infants and toddlers will be maintained in the LINKS system by the designated Jeff CAP HS B-5 LPN.
9. The Height/Weight of the ORGANIZATION'S EHS participants will be maintained by the Family Service Specialist in the Child Plus data base system;
10. ORGANIZATION'S participants with disabilities will receive services through the Jeff CAP HS B-5 Education/ Disabilities Content Area and Louisiana Department of Education Early Steps and Child Search program;
11. Jeff CAP HS B-5 and ORGANIZATION shall contract to provide "Early Head Start" like services to sixteen (16) Early Head Start eligible infants (8) and toddlers (8) and four (4) pregnant women. ORGANIZATION will continue to provide all services that it currently provides to these children and their families;
12. Jeff CAP HS B-5 will provide on-going staff training to ORGANIZATION in all aspects of the Head Start/ EHS Performance Standards.

B. ORGANIZATION shall:

1. Provide full day, full year education, parent involvement and nutrition services for sixteen (16) infants and toddlers and four (4) pregnant women for 10 hours per day, five (5) days per week, twelve (12) months per year with the exception of the following holidays when the center is closed: New Year's Eve and New Year's Day, Martin Luther King, Jr. Day, Mardi Gras, Ash Wednesday, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day;
2. ORGANIZATION does agree to comply with the following general expectations of a Head Start Child Care Contract:
 - a. Must be a Type "III" child day care center licensed by the Louisiana Department of Education Licensing Division (Submit copy of current License).
 - b. Must be open to announced and unannounced visits by Jeff CAP HS B-5 staff.
 - c. Must use Creative Curriculum for Infants and Toddlers. Must use Teaching Strategies Gold assessments and ongoing progress.
3. Participate in Self-Assessment interviewing process and serve on Self-Assessment Team;
4. Allow ORGANIZATION teaching staff to participate in Jeff CAP HS B-5 Pre-Service Training.;

5. ORGANIZATION'S Early Head Start (EHS) teachers will have a minimum of a Child Development Associates (CDA) with a specialty in Infant & Toddlers within 8 months of being hired or an Associate Degree in Early Childhood Education or Child Development;
6. ORGANIZATION'S EHS teaching staff must meet the credentialing mandate set forth in the 2007 Head Start Act that requires all EHS teachers to have a Child Development Associates (CDA) with an Infant & Toddlers specialty or Associates Degree in Early Childhood Education;
7. ORGANIZATION'S EHS teaching staff and food technicians will participate in Jeff CAP HS B-5 staff development activities in a manner that does not interrupt the non-Head Start operations at the ORGANIZATION'S facility. ORGANIZATION'S center supervisor will be required to participate in all Jeff CAP HS B-5 staff development activities;
8. Parent/Guardians of children participating in EHS will elect representatives for Jeff CAP HS B-5 Policy Council from the Parent Committee.
9. ORGANIZATION will conduct monthly Parent Committee meetings.
10. Parent/Guardian(s) with children enrolled at Prime Steps II will participate in the Parent Orientation and the Head Start Parent Partnership Workshop;
11. Fathers with EHS children enrolled at ORGANIZATION will have an opportunity to engage in all Early Head Start initiatives including "Fatherhood Activities";
12. ORGANIZATION Administrators and center Supervisors will attend Jeff CAP HS B-5 administrative and management meetings or send a representative that will be responsible for bringing the information back to the ORGANIZATION (i.e. Center Supervisors Meetings, Family Services Meetings, Child Care Contractors Meetings);
13. Eligible ORGANIZATION EHS enrollees will participate in the Early Head Start Transition Process;
14. ORGANIZATION EHS enrollees will participate in the Jeff CAP HS B-5 screening process;
15. ORGANIZATION'S center will be monitored by Jeff CAP HS B-5 administrators and area coordinators (central office staff) according to a schedule established by each Content Area Coordinator;
16. ORGANIZATION will present the credentials of prospective employees to the respective Content Area Coordinator to ensure the candidate meets Head Start credentialing requirements. Jeff CAP HS B-5 Content Area Coordinators will be available for consultation in hiring, recruitment and interviewing prospective employees;
17. ORGANIZATION will complete ADA and Health and Safety Checklist and submit to Jeff CAP HS B-5 prior to signing Contractual agreement;
18. Post signs announcing to the public that ORGANIZATION is a childcare contractor for Jeff CAP HS B-5;
19. All ORGANIZATION'S EHS participants will have an opportunity to participate in the Family Partnership Agreement process that will be completed by the Family Service Specialist;

20. All ORGANIZATION'S EHS participants will receive a dental screening within 90 days of entry into the program as well as receive the dental services under the Health Coordinator;
21. ORGANIZATION will ensure that health screenings are conducted (vision, hearing and behavior) within 45 days of entry into the program;
22. The ORGANIZATION'S EHS teachers that have EHS participants will complete developmental screenings and ongoing assessments for all participants for the purpose of planning appropriate activities for the children;
23. ORGANIZATION'S EHS teaching staff with EHS participants will develop individual lesson plans using Teaching Strategies Gold online system on a weekly basis that include individualization for the children enrolled. ORGANIZATION'S EHS teaching staff with EHS participants will conduct home visits before children enter the center and as scheduled on the Jeff CAP HS B-5 calendar. ORGANIZATION'S teaching staff will conduct parent conferences and provide parents with documentation related to their child's progress;
24. The Jeff CAP HS B-5 Child Outcomes will be implemented in each of ORGANIZATION'S classrooms;
25. ORGANIZATION'S staff or a representative capable of informing/training the other staff will participate in all planning meetings (staffings, IEPs, etc) for Jeff CAP HS B-5 infants and toddlers enrolled at the site;
26. ORGANIZATION will participate in all Jeff CAP HS B-5 program activities such as Open House, Parent Orientation, School Readiness Fairs, Grandparents Day, Health Fairs, etc.;
27. ORGANIZATION will maintain class sizes in compliance with the Head Start Performance Standards 1304.52 (g)(4) A group of eight is the maximum number of infants and toddlers assigned to two teachers. In other facilities, larger rooms are fitted with appropriate dividers to accommodate more than one group, while ensuring that each group functions separately, and that the Program Performance Standards are maintained. The number of children assigned to each classroom cannot exceed the mandated square footage required per child;
28. ORGANIZATION'S classroom(s) will have two teaching staff per room at all times;
29. ORGANIZATION'S site will have staff members who serve on the annual Jeff CAP HS B-5 Self-Assessment Team;
30. ORGANIZATION is expected to be in full compliance with the Head Start/ EHS Performance Standards by December 31, 2016 or within 90 days of the contract date;
31. All material/supplies/equipment purchased with Jeff CAP HS B-5 funds is considered Jeff CAP HS B-5 property and will be tagged and maintained in an inventory that will be update as needed, reviewed for accuracy, and submitted to the Assistant Administrator for Jeff CAP HS B-5 on an annual basis;
32. ORGANIZATION will participate with Jeff CAP HS B-5 scheduled activities (holiday celebrations, parent activities, and planned Jeff CAP HS B-5 activities);
33. All ORGANIZATION staff must have a criminal background check, drug screening, physical examination and TB test on file prior to employment. A physical examination and TB test is required every three years on these staff members and completion of a licensing State Central Registry (SCR) form annually;

34. The ORGANIZATION Center Supervisor or Center Designee is responsible for maintaining and entering data for personnel records and in-kind data in the Child Plus data base;

35. ORGANIZATION agrees to keep and maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of this agreement and to make available all such records, which at a minimum, shall consist of, but are not limited to, the following categories and/or documents:

- a. Enrollment records that include verification of family income and other verification required for determining eligibility for Head Start funding. Such verification must meet the criteria required by the Administration for Children and Families and Jeff CAP HS B-5; and
- b. Records documenting screening, on-going assessment and educational services for pre-school children;
- c. Fiscal and Non-Federal Share.

36. ORGANIZATION will provide each family with a minimum of two staff/family contacts for home visits and parent/teacher conferences;

37. ORGANIZATION will meet with Jeff CAP HS B-5 Administrators, at least quarterly or as deemed necessary by either party to address program problems, concerns, or issues.

2.0 Payment. In consideration of the services described above, PARISH hereby agrees to pay ORGANIZATION a maximum annual amount of \$192,000.00 for a total contract amount of \$960,000.00. Payment will be made on a reimbursement basis in the following manner, which is in accordance with Code of Ordinance, Jefferson Parish, Louisiana, § 2-925.1.

ORGANIZATION shall submit an invoice for services performed to PARISH within ten (10) days following the end of each calendar month, including a detailed list of services performed and an itemized account of time spent during that calendar month for each such service. PARISH shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product. PARISH shall provide the sum of \$1,000.00 per child per month to ORGANIZATION for salaries, benefits, supplies and materials and/or services that will increase the quality of services provided to Early Head Start eligible children and families. This payment will be paid upon the submission of a monthly invoice and it is determined that all expenses are allowable, allocable, reasonable and necessary.

3.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this Agreement shall commence on the date of execution and end on midnight of June 30, 2021. Jeff CAP HS B-5 will notify ORGANIZATION in writing at least 30 days in advance of any change in the terms and conditions of the Jeff CAP HS B-5 Award received by and Head Start/ EHS Program Performance Standards that would affect the delivery of services.

4.0 Termination. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH, but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of ORGANIZATION to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of ORGANIZATION, provided PARISH will give ORGANIZATION written notice of any such failure and ten (10) days to cure any such failure. ORGANIZATION agrees to comply with the terms and conditions of all applicable rules, regulations, assurances, standards, licensing requirements and other regulations referred to in this agreement. Upon ORGANIZATION becoming noncompliant with the foregoing, Jeff CAP HS B-5 will have the right to terminate this Child Care Contractual Agreement

- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for cause by issuing ORGANIZATION thirty (30) days written notice.
- e. By PARISH or ORGANIZATION for convenience by issuing ORGANIZATION thirty (30) days written notice.

ORGANIZATION shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

4.1 This Agreement may be terminated immediately by the PARISH for cause in the event that ORGANIZATION fails to provide services in full and complete compliance with the terms and conditions of the Grant Award, the Assurances required by the Department of Health and Human Services, the Head Start/EHS Program Performance Standards or the licensing and regulatory requirements of the State of Louisiana. The PARISH will also be entitled to terminate this Agreement on ten (10) days prior written notice in the event that its Grant Award is suspended or terminated or in the event that ORGANIZATION'S source of funds for the services set out above shall be interrupted.

5.0 Force Majeure. Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

6.0 Independent Contractor. While in the performance of services or carrying out the obligations under this agreement, ORGANIZATION shall be acting in the capacity of independent contractor and not as employee of PARISH, and not as partner of, or joint venturer of PARISH. PARISH shall not be obliged to any person, firm or corporation for any obligations of ORGANIZATION arising from the performance of their services under this Agreement.

The PARTIES hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of ORGANIZATION; or
- d. pay worker's compensation insurance premiums for coverage of ORGANIZATION.

ORGANIZATION agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

ORGANIZATION agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH's treatment of ORGANIZATION as an independent contractor. ORGANIZATION further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

7.0 Indemnification. ORGANIZATION shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by ORGANIZATION under this Agreement.

Further, ORGANIZATION hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ORGANIZATION further agrees to pay all reasonable expenses and attorney's fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

8.0 Insurance. ORGANIZATION shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to PARISH and

shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to PARISH, in writing, on all of the required coverage provided to PARISH. All notices will name ORGANIZATION, and identify the Council Resolution approving the terms of the contract. PARISH may examine the policies at any time and without notice.

All Policies and Certificates of Insurance of the organization Shall Contain the Following Clauses:

- a. ORGANIZATION insurers will have no right of recovery or subrogation against PARISH, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b. PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by ORGANIZATION.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of ORGANIZATION.
- e. ORGANIZATION shall include all subcontractors as additional insureds under its policies or shall furnish specific certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein for ORGANIZATION.

Prior to the execution of this Agreement ORGANIZATION, shall provide at its own expense, proof of the following insurance coverages required by the contract to PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event ORGANIZATION hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by State Statute exception, employer's liability, Section B, shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000.00 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. In the event ORGANIZATION owns or leases automobiles it shall obtain Comprehensive Automobile Liability insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- d. No insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by ORGANIZATION.
- e. Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to PARISH as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to PARISH, ORGANIZATION shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

Upon failure of ORGANIZATION to furnish, to deliver and maintain such insurance as above described, this contract, at the election of PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of ORGANIZATION to take out and/or to maintain insurance shall not relieve ORGANIZATION from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of ORGANIZATION concerning indemnification.

9.0 Reports. ORGANIZATION shall furnish narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement. Agreements for amounts that are less than \$100,000.00 require annual narrative reporting and such reports shall be furnished by the end of the calendar year in which the Agreement is executed. Agreements for amounts of \$100,000.00 or greater require quarterly narrative reporting. Narrative reports for Agreements of less than 1 year in duration must be furnished within 30 days of the event taking place. Complete and submit the following reports as required:

Attendance..... Family Service Specialist
Family Services Report..... Family Service Specialist
Monthly Invoice.....Assistant Administrator
Parent Involvement..... Social Service Coordinator
Non-Federal..... Social Service Coordinator
Health & Screening Report.... Health Coordinator
CLASS.....Education Coordinator/Disabilities

Submit a copy of Louisiana Department of Education Licensing Division
Surveyor's Report and copy of childcare center's license after each inspection to
the HS B-5 Assistant Administrator.

Submit copies of reports from Departments of Health and City /State Fire
Marshall.

10.0 Cost and Collection Records. PARISH shall be entitled to audit the books, documents, papers and records of ORGANIZATION and any subcontractors which are reasonably related to this Agreement. ORGANIZATION and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by PARISH, and copies thereof shall be furnished if requested.

Notice. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Christopher L. Roberts
COUNCIL CHAIRMAN
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

ORGANIZATION: Barbara Crenshaw
1213 Vintage Drive
Kenner, Louisiana 70065

11.0 Assignment. This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement shall not be assigned or subcontracted in whole or in part by ORGANIZATION as to the services to be performed hereunder without the written consent of PARISH.

12.0 Legal Compliance. PARISH and ORGANIZATION shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and objectives.

13.0 Employment of Parish Personnel. ORGANIZATION certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.

14.0 Covenant against Contingent Fees. ORGANIZATION warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for ORGANIZATION, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for ORGANIZATION any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, PARISH shall have the right to annul this Agreement without liability or, in PARISH's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15.0 Discrimination Clause. ORGANIZATION agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. ORGANIZATION agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by ORGANIZATION, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

16.0 Annual Appropriation. Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

17.0 Jurisdiction. This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. ORGANIZATION hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

18.0 Severability. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

19.0 Inspector General. It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

20.0 Entire Agreement. This Agreement constitutes the entire Agreement between PARISH and ORGANIZATION, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and ORGANIZATION by its authorized representative.

This Agreement is executed in 4 originals on the day, month, and year first above written.

Witnesses:

Gail LeNormand
Print Name: Gail LeNormand

Deshine Parker
Print Name: Deshine Parker

PARISH OF JEFFERSON

BY: [Signature]
Christopher L. Roberts, Council Chairman
Jefferson Parish Council

Witnesses:

Gail LeNormand
Print Name: Gail LeNormand

Deshine Parker
Print Name: Deshine Parker

PRIME STEPS ENTERPRISES dba
PRIME STEPS II DAYCARE AND LEARNING
CENTER

BY: [Signature]
Barbara Crenshaw
Owner

On motion of **Mr. Impastato**, seconded by **Mr. Roberts**, the following resolution was offered:

RESOLUTION NO. 130439

A resolution approving the Cooperative Endeavor Agreement between the Parish of Jefferson and Prime Steps Enterprises dba Prime Steps II Daycare and Learning Center to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00) per year for a total contract cap of \$960,000.00. (Council District 4)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of Jefferson Parish; and

WHEREAS, PARISH is authorized by Section 1.01(15) of the Jefferson Parish Charter to enter into this Agreement for the development of recreation and cultural facilities and programs; and

WHEREAS, the public purpose of the Project is described as assisting low income families obtain early childcare resources; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value of increased education, parent involvement and nutrition services for children ages birth-5 years old, which will improve the quality of life for the citizens and children of Jefferson Parish, which is at least equivalent to the \$960,000.00 provided for in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with ORGANIZATION in the implementation of the project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Cooperative Endeavor Agreement between the Parish of Jefferson and Prime Steps Enterprises dba Prime Steps II Daycare and Learning Center to provide for Jefferson Community Action Programs Head Start Birth to Five Program (JeffCAP HS B-5) early childcare education services at a cost not to exceed one hundred and ninety-two thousand dollars and zero cents (\$192,000.00) per year for a total contract cap of \$960,000.00 is hereby approved.

SECTION 2. That any costs associated with this agreement shall be taken from Account No. 21020-1010-214-7699.9/10212-006 and future projects as needed.

SECTION 3. That the term of the contract shall commence on the date of execution of the agreement and end on midnight of June 30, 2021.


SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

This resolution was declared to be adopted on this the 15th day of November, 2017.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

ATTACHMENT E

PAYABLES LISTINGS

Alphabet Preschool					
	Vendor #	195982		Contract #	55-16117
	Start	16-Sep-16		End	30-Jun-21
	Date	Payment #	Type	Amount	
	10/20/2016	1181596	CHECK	16,000.00	
	11/22/2016	1183445	CHECK	16,000.00	
x	12/13/2016	1185208	CHECK	16,000.00	
	1/19/2017	1187343	CHECK	16,000.00	
	2/23/2017	1189725	CHECK	16,000.00	
	3/9/2017	1096428	ACH	16,000.00	
	4/13/2017	1097713	ACH	16,000.00	
	5/11/2017	1098712	ACH	16,000.00	
	6/20/2017	1100100	ACH	16,000.00	
	7/18/2017	1100926	ACH	16,000.00	
	8/15/2017	1101932	ACH	16,000.00	
	9/28/2017	1103455	ACH	16,000.00	192,000.00
x	11/14/2017	1105066	ACH	8,000.00	
	12/14/2017	1106141	ACH	8,000.00	16,000.00
				208,000.00	208,000.00
	x =	Sampled	12%	24,000.00	

Creative Kidz					
	Vendor #	297620		Contract #	55-16113
	Start	16-Sep-16		End	30-Jun-21
	Date	Payment #	Type	Amount	
	10/20/2016	1092029	ACH	16,000.00	
	11/22/2016	1093125	ACH	16,000.00	
	12/13/2016	1093767	ACH	16,000.00	
	1/19/2017	1094916	ACH	16,000.00	
	3/2/2017	1096206	ACH	16,000.00	
x	3/9/2017	1096455	ACH	16,000.00	
	4/13/2017	1097766	ACH	16,000.00	
	5/11/2017	1098741	ACH	16,000.00	
	6/20/2017	1100151	ACH	16,000.00	
	7/18/2017	1100974	ACH	16,000.00	
	8/15/2017	1101988	ACH	16,000.00	
	9/28/2017	1103478	ACH	16,000.00	192,000.00
	10/17/2017	1104134	ACH	16,000.00	
	12/14/2017	1106168	ACH	16,000.00	
	12/19/2017	1106309	ACH	16,000.00	
	1/30/2018	1107348	ACH	16,000.00	
x	2/20/2018	1107963	ACH	16,000.00	
	3/20/2018	1109044	ACH	16,000.00	
	4/17/2018	1110014	ACH	16,000.00	112,000.00
				304,000.00	304,000.00
	x =	Sampled	11%	32,000.00	

Kids House of Learning					
	Vendor #	297621		Contract #	55-16116
	Start	16-Sep-16		End	30-Jun-21
	Date	Payment #	Type	Amount	
	10/20/2016	1092030	ACH	16,000.00	
x	11/22/2016	1093126	ACH	16,000.00	
	12/13/2016	1093768	ACH	16,000.00	
	1/19/2017	1094917	ACH	16,000.00	
	2/23/2017	1096093	ACH	16,000.00	
	3/9/2017	1096456	ACH	16,000.00	
	4/13/2017	1097767	ACH	16,000.00	
	5/11/2017	1098742	ACH	16,000.00	
	6/20/2017	1100152	ACH	16,000.00	
	7/18/2017	1100975	ACH	16,000.00	
x	8/15/2017	1101989	ACH	16,000.00	
	9/28/2017	1103479	ACH	16,000.00	192,000.00
	10/17/2017	1104135	ACH	16,000.00	
	12/14/2017	1106169	ACH	16,000.00	
	12/19/2017	1106310	ACH	16,000.00	
	1/30/2018	1107349	ACH	16,000.00	
	2/15/2018	1107855	ACH	16,000.00	
	3/20/2018	1109045	ACH	16,000.00	
	4/17/2018	1110015	ACH	16,000.00	112,000.00
				304,000.00	304,000.00
	x=	Sampled	11%	32,000.00	

Primestep Enterprises					
	Vendor #	306805		Contract #	55-17170
	Start	28-Nov-17		End	30-Jun-21
	Date	Payment #	Type	Amount	
	1/30/2018	1107354	ACH	32,000.00	
	2/15/2018	1107859	ACH	16,000.00	
x	3/20/2018	1109047	ACH	16,000.00	
	4/17/2018	1110017	ACH	16,000.00	80,000.00
				80,000.00	
	x=	Sampled	20%	16,000.00	

ATTACHMENT F

INVOICE SAMPLE RESULTS

JEFFCAP HEADSTART PROGRAM COMPLIANCE TESTING									
Finding #	Applaud Preschool			Creative Kids			Kids House of Learning		
	Prime #110K06	Prime #110K05	Prime #10K07	Prime #110K06	Prime #10K05	Prime #10K07	Prime #10K06	Prime #10K05	Prime #10K07
	Total Payment	Total Payment	Total Payment	Total Payment	Total Payment	Total Payment	Total Payment	Total Payment	Total Payment
	208,000	304,000	304,000	304,000	304,000	304,000	304,000	304,000	304,000
	Terms of CEA to Evaluate								
	2.0 Payment								
	Maximum of \$192,000 per year, maximum cap \$940,000								
2	Made as reimbursement basis	N	N	N	N	N	N	N	N
1	Date of Invoice - all invoices look the same	12/1/2016 - 10/1/2017	3/1/2017 - 2/1/2018	3/1/2017 - 2/1/2018	3/1/2017 - 2/1/2018	3/1/2017 - 2/1/2018	3/1/2017 - 2/1/2018	3/1/2017 - 2/1/2018	3/1/2017 - 2/1/2018
	Service Month	Dec-16 - Oct-17	Mar-17 - Feb-18	Mar-17 - Feb-18	Mar-17 - Feb-18	Mar-17 - Feb-18	Mar-17 - Feb-18	Mar-17 - Feb-18	Mar-17 - Feb-18
1/2	Submit an invoice for services performed to PARISH within the (10) days following the end of each calendar month	In Advance	In Advance	In Advance	In Advance	In Advance	In Advance	In Advance	In Advance
2	Including a detailed list of services performed and an itemized account of time spent during that calendar month for each such service	N	N	N	N	N	N	N	N
	Includes number of Enrolled Children	16	16	16	16	16	16	16	16
	PARISH shall remit payment for such services within thirty (30) days following receipt of such detailed list of services and acceptance of the work product	Y	Y	Y	Y	Y	Y	Y	Y
	Date of payment	12/13/2016 - 11/14/2017	3/9/2017 - 2/20/2018	3/9/2017 - 2/20/2018	3/9/2017 - 2/20/2018	3/9/2017 - 2/20/2018	3/9/2017 - 2/20/2018	3/9/2017 - 2/20/2018	3/9/2017 - 2/20/2018
	JEFF CAP HS B.S shall provide the sum of \$1,000.00 per child per month to CONTRACTOR for salaries, benefits, supplies and materials and/or services that will increase the quality of services provided to Early Head Start eligible children and families.	Y	Y	Y	Y	Y	Y	Y	Y
	Amount paid	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
	This payment will be paid upon the submission of a monthly invoice and it is determined that all expenses are allowable, allocable, reasonable and necessary.	Y	Y	Y	Y	Y	Y	Y	Y
	Approval date	12/15/2016 - 10/10/2017	2/23/2017 - 2/5/2018	2/23/2017 - 2/5/2018	2/23/2017 - 2/5/2018	2/23/2017 - 2/5/2018	2/23/2017 - 2/5/2018	2/23/2017 - 2/5/2018	2/23/2017 - 2/5/2018
	9.0 Reports								
	ORGANIZATION shall submit narrative reports to the Jefferson Parish Internal Auditor on the amounts and reasons for all expenditures of funds allocated under this Agreement.								
3	Agreements for amounts of \$500,000 or greater require quarterly narrative reporting	N	N	N	N	N	N	N	N
	Complete and submit the following reports as required:	Y	Y	Y	Y	Y	Y	Y	Y
	Attendance..... Family Service Specialist	Y	Y	Y	Y	Y	Y	Y	Y
	Family Services Report..... Family Service Specialist	Y	Y	Y	Y	Y	Y	Y	Y
	Monthly Invoice..... Assistant Administrator	Y	Y	Y	Y	Y	Y	Y	Y
	Parent Involvement..... Social Service Coordinator	Y	Y	Y	Y	Y	Y	Y	Y
	Non-Federal..... Social Service Coordinator	Y	Y	Y	Y	Y	Y	Y	Y
	Health & Screening Report..... Health Coordinator	Y	Y	Y	Y	Y	Y	Y	Y
	CLASS..... Education Coordinator/Disabilities	Y	Y	Y	Y	Y	Y	Y	Y

ATTACHMENT G

SAMPLE OF INVOICES

Alphabet PreSchool, Inc.

Website:

Linda Hurley, Executive Director * (504) 473-8783

alphabets@cox.net

INVOICE

Location:

Name Alphabet Pre-School

Address 4820 Wabash Street

City Metairie State LA Zip 70001

Phone (504) 780-2444 Fax (504) 780-2023

Date 12/01/2016

Vendor No.

Contract No. 55-00016117

Invoice No. AP1216

FOB

Qty	Description	Unit Price	Total
8	Enrolled Children-AP I (December, 2016)	\$ 1,000.00	\$ 8,000.00
8	Enrolled Children-AP II (December, 2016)	\$ 1,000.00	\$ 8,000.00
Payment Details:		Subtotal	\$ 16,000.00
<input type="checkbox"/> Cash 21020-1010-214-7699.9 10212-000		S & H	
<input type="checkbox"/> Check # <u> </u> <i>Linda M. Hurley</i>		Taxes-LA	
<input type="checkbox"/> Credit Card: Name <u> </u> 12/02/2016		TOTAL	\$ 16,000.00
CC # <u> </u> Exp. <u> </u>			

Thank You!

LH
12/5/16

Alphabet PreSchool, Inc.

Website:

Linda Hurley, Executive Director * (504) 473-8783

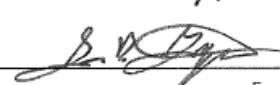
alphabets@cox.net

INVOICE

Location:

Name Alphabet Pre-School
Address 4820 Wabash Street
City Metairie State LA Zip 70001
Phone (504) 780-2444 Fax (504) 780-2023

Date 10/01/2017
Vendor No. 298575
Contract No. 55-00016117
Invoice No. AP1017
FOB

Qty	Description	Unit Price	Total
8	Enrolled Children-AP II (October, 2017)	\$ 1,000.00	\$ 8,000.00
Payment Details:		Subtotal	\$ 8,000.00
<input type="checkbox"/> Cash <u>21020-1010-214-7699.9/10213-006</u>		S & H	
<input type="checkbox"/> Check # _____		Taxes-LA	
<input type="checkbox"/> Credit Card: Name <u></u> <u>10/10/17</u>		TOTAL	\$ 8,000.00
CC # _____ Exp. _____			

Thank You!

Pal
10/10/17

Shz
11/7/17

Creative Kidz, LLC

Website: creativekidzonline.com

Carrie Henry, Executive Director * (504) 240-8009 * creativekidzinc@yahoo.com

Felicia Magee, Executive Director * (832) 434-2928 * mageefinancial@swbell.net

INVOICE

Location:

Name Creative Kidz
Address 2141 Barataria Boulevard, Suite A-B
City Marrero State LA Zip 70072
Phone 504-341-5439 Fax 504-341-6290

Date 03/01/2017
Vendor No. 297620
Contract No. 55-00016113
Invoice No. CK0317
FOB

Qty	Description	Unit Price	Total
16	Enrolled Children (March, 2017)	\$ 1,000.00	\$ 16,000.00
Payment Details: 21020-1010-214-7699.9 10212-006 <input type="checkbox"/> Cash <input type="checkbox"/> Check # <u> </u> <i>Carrie Henry</i> <input type="checkbox"/> Credit Card: Name <u> </u> 02/22/2017 CC # <u> </u> Exp. <u> </u>		Subtotal	\$ 16,000.00
		S & H	
		Taxes-LA	
		TOTAL	\$ 16,000.00

Thank You!

Creative Kidz, LLC

Website: creativekidzonline.com

Carrie Henry, Executive Director * (504) 240-8009 * creativekidzinc@yahoo.com

Felicia Magee, Executive Director * (832) 434-2928 * mageefinancial@swbell.net

INVOICE

Location:

Name Creative Kidz
Address 2141 Barataria Boulevard, Suite A-B
City Marrero State LA Zip 70072
Phone 504-341-5439 Fax 504-341-6290

Date 02/01/2018
Vendor No. 297620
Contract No. 55-00016113
Invoice No. CK0218
FOB

Qty	Description	Unit Price	Total
16	Enrolled Children (February, 2018)	\$ 1,000.00	\$ 16,000.00
Payment Details: 21020-1010-214-7699.9 / 10213-006		Subtotal	\$ 16,000.00
<input type="checkbox"/> Cash		S & H	
<input type="checkbox"/> Check # _____ <i>for 16,000.00 2/1/18</i>		Taxes-LA	
<input type="checkbox"/> Credit Card: Name _____		TOTAL	\$ 16,000.00
CC # _____ Exp. _____			

Thank You!

PKR
2/1/18

Kids House of Learning, Inc.

Website:

Shirley Fikes-Funches, Executive Director * (504) 366-2933

sf2933@bellsouth.net

INVOICE

Location:

Name Kids House of Learning
Address 711 Derbigny Street
City Gretna State LA Zip 70053
Phone 504-366-2933 Fax 504-366-3939

Date 11/01/2016
Vendor No. 297621
Contract No. 55-00016116
Invoice No. KH1116
FOB

Qty	Description	Unit Price	Total
16	Enrolled Children (November, 2016)	\$ 1,000.00	\$ 16,000.00
Payment Details: 21020-1010-214-7699.9 10212-006 <input type="checkbox"/> Cash <input type="checkbox"/> Check # <u>Shirley Fikes-Funches</u> l.m.h. <input type="checkbox"/> Credit Card: Name <u>11/08/2016</u> CC # _____ Exp. _____		Subtotal	\$ 16,000.00
		S & H	
		Taxes-LA	
		TOTAL	\$ 16,000.00

Thank You!

RNF
11/9/16

Kids House of Learning, Inc.

Website:

Shirley Fikes-Funches, Executive Director * (504) 366-2933

sf2933@bellsouth.net

INVOICE

Location:

Name Kids House of Learning
Address 711 Derbigny Street
City Gretna State LA Zip 70053
Phone 504-366-2933 Fax 504-366-3939

Date 08/01/2017
Vendor No. 297621
Contract No. 55-00016116
Invoice No. KH0817
FOB

Qty	Description	Unit Price	Total
16	Enrolled Children (August, 2017)	\$ 1,000.00	\$ 16,000.00
Payment Details: 21020-1010-214-7699.9/10213-006		Subtotal	\$ 16,000.00
<input type="checkbox"/> Cash		S & H	
<input type="checkbox"/> Check # <u> </u> <i>Beum</i>		Taxes-LA	
<input type="checkbox"/> Credit Card: Name <u> </u> <i>08/01/2017</i>		TOTAL	\$ 16,000.00
CC # <u> </u> Exp. <u> </u>			

Thank You!

pre
8/16/17

Primestep Enterprises, Inc.

Website:

Barbara Crenshaw - Owner * (504) 780-2444

barbcrenshaw8@gmail.com

INVOICE

Location:		Date	03/01/2018
Name	Prime Step II Day Care	Vendor No.	306805
Address	4820 Wabash Street	Contract No.	55-00017170
City	Metairie	State	LA
		Zip	70001
Phone	504-780-2444	Fax	504-366-3939
		Invoice No.	PS0318
		FOB	

Qty	Description	Unit Price	Total
16	Enrolled Children (March, 2018)	\$ 1,000.00	\$ 16,000.00
Payment Details: 21020-1010-214-7699.9 / 10213-006		Subtotal	\$ 16,000.00
<input type="checkbox"/> Cash		S & H	
<input type="checkbox"/> Check # _____		Taxes-LA	
<input type="checkbox"/> Credit Card: Name _____		TOTAL	\$ 16,000.00
CC # _____ Exp. _____			

Thank You!

RAC
3/12/18

ATTACHMENT H

TEMPLATE – INVOICE – CHILD CARE PARTNERS

Childcare Partner Name

Website:

Director Name * Phone Number * Email Address

Director Name * Phone Number * Email Address

INVOICE

Location:

Name

Address

City

State

Zip

Phone

Fax

Date 06/XX/2018

Vendor No. 297620

Contract No.

Invoice No.

FOB

Qty	Description	Unit Price	Total
		\$ 1,000.00	\$ -
Payment Details: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card: Name _____ <div style="display: flex; justify-content: space-between;"> CC # _____ Exp. _____ </div>		Subtotal	\$ -
		S & H	
		Taxes-LA	
		TOTAL	\$ -

Thank You!

ATTACHMENT I

POLICY AND PROGRAM GUIDANCE FOR THE EARLY HEAD START-CHILD CARE PARTNERSHIPS EHS-CCP

Policy and Program Guidance for the Early Head Start- Child Care Partnerships (EHS-CCP)

 eclkc.ohs.acf.hhs.gov/policy/im/acf-im-hs-15-03-attachment

Policy and Program Guidance for the Early Head Start- Child Care Partnerships (EHS-CCP) ACF-IM-HS-15-03

Seamless and Comprehensive Full-Day, Full-Year Services

Early Head Start-Child Care Partnership (EHS-CCP) funds will be used to support a full-day and full-year of high-quality child care services meeting Early Head Start Program Performance Standards and providing comprehensive support for enrolled infants and toddlers and their families. A full-day means that services must accommodate the needs of full-time working families, which generally means availability of services for a 10-hour day. Programs must operate for the full-year that child care programs are typically open. The full-year is inclusive of time needed for staff professional development activities.

In what is often referred to as "wrap-around services," EHS (Early Head Start) funds have historically been used to provide a minimum of six hours of comprehensive EHS (Early Head Start)-compliant care (i.e., meets Head Start Program Performance Standards (HSPPS) requirements), and programs may provide care or partner with child care agencies to provide such care before and/or after the EHS (Early Head Start)-compliant hours. The service model for the EHS-CCP (Early Head Start-Child Care Partnerships) grant is **different** from "wrap-around services" and was intentionally designed to enhance the quality of child care for infants and toddlers by integrating the additional resources and services that meet HSPPS for a seamless full-day and full-year of comprehensive services. Infants and toddlers will be placed in high-quality care with qualified teachers for the entire time they are enrolled in the EHS-CCP (Early Head Start-Child Care Partnerships) program. Other children who are also enrolled in classrooms with EHS-CCP (Early Head Start-Child Care Partnerships) children will benefit from the enhanced services and support that will be made available to the child care partners through this grant.

Please see the section on Layered Funding for more information on how grantees and their partners can use the EHS-CCP (Early Head Start-Child Care Partnerships) grant and other funding to pay for these seamless and comprehensive services.

Partnership Agreements

A key provision of this grant is the partner relationship between the EHS (Early Head Start)

1/16

grantee and its child care partners. EHS-CCP (Early Head Start-Child Care Partnerships) grantees partner with child care programs to provide resources and support the delivery of comprehensive services, including enhanced quality learning environments that benefit other children and families sharing the child care setting. To accomplish this, grantees must work closely with their child care partners to develop and enter into written partnership agreements which detail the programmatic and fiscal relationship between the grantee and each child care partner. Mutually beneficial partnership agreements are a critical component of the EHS-CCP (Early Head Start-Child Care Partnerships). Grantees and partners should engage in early and ongoing conversations, ensuring that roles and responsibilities are clearly specified and updates and amendments are made when needed.

Grantees must determine whether their partnership agreement creates the relationship of a sub-recipient or contractor. Grantees should consult the regulations found at 45 CFR Part 75 (the Uniform Guidance) to understand the terms "sub-recipient" and "contractor," their fiscal implications, procurement standards that apply to contractor relationships, and standards for monitoring and managing sub-recipient relationships.¹ A **sub-recipient** is a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient also may be a recipient of other federal awards directly from a federal awarding agency. A **contractor** is an entity that receives a contract to provide property or services needed to carry out the project or program under a federal award. The grantee will need to determine the type of fiscal relationship with its partners that will be necessary and appropriate based on the anticipated roles and responsibilities of the grantee and partner in the delivery of EHS-CCP (Early Head Start-Child Care Partnerships) services and the organizational capacity of individual child care partners.

A carefully thought-out partnership agreement is critical for the grantee and partner to work effectively to deliver high-quality services. Individual partners, whether child care centers or family child care homes, may be in very different stages of readiness to meet the service and environmental requirements of the EHS-CCP (Early Head Start-Child Care Partnerships). Grantees need to plan and discuss partnership agreement terms with each partner, including an assessment of partner needs related to facilities, referral and enrollment protocols, classroom environment, ratios, group size, staff qualifications, staffing plans, curriculum, meals, and other supports. At a minimum, the agreement should identify the parties involved, list the term or length of the agreement, address the recordkeeping and reporting requirements of both parties, describe in detail the performance required of each party, and state how performance concerns will be addressed, up to and including termination of the agreement. The agreements must be individualized to address the unique needs of each partner, and the grantee should carefully assess the cost of meeting partner expectations for each partnership agreement to ensure that sufficient funds are being paid to the partner to accomplish needed improvements and staff support. The agreement should specify who will be accountable for ensuring standards and service levels required by the grant, and the grantee's role and responsibilities for providing support and oversight to their partners.

The subsidy status of enrolled children is an important consideration in establishing the grantee's operating budget and calculating the amount to be paid for partnership services. Grantees must assure that available subsidy funds are not supplanted (replaced) by EHS-CCP (Early Head Start-Child Care Partnerships) funds. The agreement and program budgets must anticipate the loss of subsidy or other funding; recognizing that loss of funding is not a basis for dis-enrolling an EHS-CCP (Early Head Start-Child Care Partnerships) child already enrolled in the program. See next section on Child Care Subsidies for more information.

While some basic terms of a partnership agreement may remain consistent, a "one size fits all" approach to partnerships is not possible and each partnership agreement should be tailored to reflect partner needs. Partnership agreements are working documents and will likely need to be revisited over the life of the grant.

Payment in Advance for Partners

Payment terms and conditions are an important aspect of the partnership agreement. Grantees are expected to direct a significant portion of funding to their child care partners. Many child care partners do not have sufficient resources to advance the cost of providing partnership services and will need access to sufficient funds to accomplish the goals and objectives established in the agreement. Partners should be paid on an enrollment basis rather than on an attendance basis. The EHS-CCP (Early Head Start-Child Care Partnerships) grantee is funded on an enrollment basis by the federal government, and this method needs to be adopted with most partners. The partner will have other costs associated with fully preparing their staff and the care environment to meet HSPPS that also must be calculated into payments made under the agreement.

The historic or actual child care subsidy status of enrolled families must be taken into account in determining the amount paid to partners to assure that existing child care funds are not supplanted. Subject to receipt of adequate documentation of anticipated costs, grantees may structure their partnership agreements to pay in advance on a monthly basis for identified partner costs. Anticipated costs must be reconciled with actual costs on a monthly basis to assure that EHS-CCP (Early Head Start-Child Care Partnerships) funds are used only for allowable program-related services. Should payment overages occur, these amounts can be reconciled in the next month's advance payment.

Layered Funding

The EHS-CCP (Early Head Start-Child Care Partnerships) program represents a unique opportunity to leverage and maximize resources utilizing multiple funding sources to enhance the early care and education capacity of child care partners and improve outcomes for infants and toddlers far beyond the scope of those enrolled in the program. Grantees will utilize EHS-CCP (Early Head Start-Child Care Partnerships) funds to partner with local child care centers and family child care homes. Partnership funds will enhance existing budgets that include the Child Care and Development Fund (CCDF) and/or other existing child care funding. CCDF (Child Care and Development Fund) funds may be used in collaborative efforts with Head Start

3/16

programs to provide comprehensive child care and development services for children who are eligible for both programs. In fact, the coordination and collaboration between Head Start and the CCDF (Child Care and Development Fund) is strongly encouraged by sections 640(g)(1) (D) and (E), 640(h), 641(d)(2)(H)(v), and 642(e)(3) of the Head Start Act in the provision of full working day, full calendar year comprehensive services. In order to implement such collaborative programs, which share, for example, space, equipment, or materials, grantees may layer several funding streams so that seamless services are provided.²

EHS-CCP (Early Head Start-Child Care Partnerships) grantees will build upon the foundation of existing child care funding (Layer 1) with two additional layers. Layer 2 will provide program-level quality enhancements and Layer 3 will provide individual child and family services for EHS (Early Head Start)-enrolled children only. Layer 2 funds provide the resources to support benefits for all children sharing a classroom or care environment with children and families enrolled in EHS-CCP (Early Head Start-Child Care Partnerships). Grantees are required to ensure that at least 25 percent of the EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled children are receiving child care subsidies at the time of their enrollment (see next section on Child Care Subsidies for more information). It is important to note that some grantees may have a higher percentage requirement for children receiving subsidy based on the grantee's approved application. The enrollment of more than minimum numbers of subsidized children provide an important source of Layer 1 funds to support the delivery of comprehensive services to children and families.



Layer 1: The first, or foundational layer, is made up of the core child care services that already exist in partner programs. This represents the costs of services that are covered by the child care subsidy/voucher (including any required parent co-pays) or any other revenue streams that are supporting core child care services. If an EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled child loses the child care subsidy, EHS-CCP (Early Head Start-Child Care Partnerships) funds can cover the temporary loss to ensure continuity of services for the child. (See next section on Child Care Subsidies for more information, including the sub-section on Parent Co-Pays). EHS-CCP (Early Head Start-Child Care Partnerships) funds may also be used for these costs when an enrolled child does not receive a subsidy.

Layer 2: The second level of funding is made up of program-level service and environmental enhancements that are needed to meet EHS (Early Head Start) requirements. This represents costs in a classroom in which enrolled children are served that may include: standard developmental screenings for all children in a classroom; an enhanced curriculum; classroom supplies, materials, and equipment; training and education for teachers and other providers; enhanced pay for teachers who meet EHS (Early Head Start) education requirements; increased staffing to meet EHS (Early Head Start)-required staff-child ratio and group size requirements; and minor facility renovations or equipment needed to meet EHS (Early Head Start) standards.³ These enhancements, paid by EHS-CCP (Early Head Start-Child Care Partnerships) funding,

must directly benefit EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled children, but are also expected to benefit other children sharing a classroom or service environment with enrolled children. This is an important feature of the program.

Layer 3: The third layer is made up of services provided to individual EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled children and their families, such as salaries and fringe benefits for family support workers supporting EHS (Early Head Start) families, external referrals to health and mental health providers, home visits, and other family support services. It is important to note that EHS-CCP (Early Head Start-Child Care Partnerships) funds **cannot** be used to provide Layer 3 individual services for children and families not enrolled in the EHS-CCP (Early Head Start-Child Care Partnerships). Other sources of funding (e.g., foundation or other state and local funding) can be used to provide similar services to non-enrolled children and families.

Finally, EHS-CCP (Early Head Start-Child Care Partnerships) funds must supplement, not supplant, existing child care funds. Grantees must ensure that they have adequate source documentation to identify costs within the three layers of funding that complies with the requirements of the Uniform Guidance (45 CFR Part 75) for federal grants. The concept of layering funds is used to assure that EHS-CCP (Early Head Start-Child Care Partnerships) funds will enhance service quality without duplication or replacement of existing child care funding.

Child Care Subsidies

Child care subsidy is an essential foundation of Layer 1 funding, which supports the EHS-CCP (Early Head Start-Child Care Partnerships) program and includes third-party subsidies funded by the CCDF (Child Care and Development Fund) or another source (e.g., Temporary Assistance to Needy Families (TANF), Social Services Block Grant, or state or local funding). Therefore, children receiving subsidies from a variety of sources could count toward the 25 percent requirement. It is important to note that partners may not be aware of the federal funding source because states can choose to pool some funding sources and most have a state-specific name for the child care subsidy program.

Based on the requirements of the funding, EHS-CCP (Early Head Start-Child Care Partnerships) grantees must recruit and enroll, at a minimum:

- Twenty-five percent of funded enrollment with child care subsidies; or
- The percentage of children with child care subsidies proposed in their approved grant application (which may be more than 25 percent)

The determination about whether an EHS-CCP (Early Head Start-Child Care Partnerships) grantee meets this requirement should be made at least annually based on each child's status at the time of enrollment into EHS-CCP (Early Head Start-Child Care Partnerships). The percentage of children with subsidies may fluctuate over the course of the grant project as families obtain or lose the subsidy after the initial enrollment, or children leave the program. An

5/16

added benefit of the EHS-CCP (Early Head Start-Child Care Partnerships) program are the comprehensive services, including family support workers, that are available to help families navigate the subsidy application and re-application process (see next section on Loss of Subsidy and Ensuring Continuity of Services).

It is important to note that states have significant latitude to set subsidy policies and to determine how closely tied the hours of subsidy approval match parental work status and hours. However, the federal authorizing law for CCDF (Child Care and Development Fund) – the Child Care and Development Block Grant (CCDBG) Act – was revised by Congress in 2014, including sweeping changes to subsidy rules. One such change states that each child "will be considered to meet all eligibility requirements for such [child care] assistance and shall receive assistance, for not less than 12 months before the state or designated local entity re-determines the eligibility of the child." The Office of Child Care (OCC) has said that state grantees have until September 2016 to come into compliance with this provision of the law (see Program Instruction on CCDF (Child Care and Development Fund) Reauthorization Effective Dates, CCDF (Child Care and Development Fund)-ACF-PI-2015-02). OCC (Office of Child Care) has long encouraged state policies that promote continuity of services, and has indicated that states may establish longer eligibility periods for children in Head Start and Early Head Start (see Policy Interpretation Question on Eligibility Determination for Head Start Collaboration, ACYF-PIQ-CC-99-02). OCC (Office of Child Care) is in the process of developing a proposed rule in connection with the new law; therefore, state policies may be in flux.

EHS-CCP (Early Head Start-Child Care Partnerships) grantees should closely monitor whether they are meeting the 25 percent minimum subsidy receipt requirement. Grantees may establish a selection criterion that includes a preference for EHS (Early Head Start)-eligible children with child care subsidies as necessary to meet minimum enrollment requirements for children with subsidies. It may be necessary for grantees and partners to enroll more than their minimum required percentage of children with subsidies to meet the revenue levels they may have assumed in their budget to support the provision of comprehensive services to all enrolled EHS-CCP (Early Head Start-Child Care Partnerships) children and their families.

Grantees must ensure that their partners have a system that can track the number of enrolled children with subsidies to determine the amount of child care subsidy and related revenue that partners receive. Recordkeeping and reporting between the grantee and partner should be outlined in the partnership agreement. The EHS-CCP (Early Head Start-Child Care Partnerships) grantee will work with their partners to maintain the 25 percent enrollment with child care subsidies (or as specified in the approved grantee application). Grantees experiencing challenges in enrolling sufficient numbers of children with subsidies should work with their Regional Office, state and local subsidy agencies, and community partners to address barriers.

Loss of Subsidy and Ensuring Continuity of Services

EHS-CCP (Early Head Start-Child Care Partnerships) grantees must be committed to

promoting continuity of services and relationships for children and families. Grantees and their partners must work with parents to ensure that EHS-CCP (Early Head Start-Child Care Partnerships) families have the support needed to help them initially acquire and maintain child care subsidies for eligible children. Disruptions in the services and relationships, which sustain and support children and families, must be prevented as much as possible. Programs may **not** dis-enroll otherwise eligible children from EHS-CCP (Early Head Start-Child Care Partnerships) because they lose their child care subsidy. Grantees must ensure that children whose families experience job loss or loss of child care subsidies will continue to be served. The grantee must include a requirement in their partnership agreements that the continuity of services and relationships must be preserved and a child should remain in the current care setting and classroom regardless of loss of subsidy.⁴ Should a family lose subsidy, EHS-CCP (Early Head Start-Child Care Partnerships) children remain enrolled in the same classroom or setting and EHS-CCP (Early Head Start-Child Care Partnerships) grant funds will be used to cover the **temporary** cost of lost subsidy and the continuation of services.

The EHS-CCP (Early Head Start-Child Care Partnerships) program should continue to work with the family to maintain the relationship with their primary teacher and continuity of services for the child. The EHS-CCP (Early Head Start-Child Care Partnerships) grantee and partner both can play a role in this work. Depending on the roles and responsibilities outlined in the partnership agreement, EHS-CCP (Early Head Start-Child Care Partnerships) works with the family toward improving the circumstances that caused the loss (e.g., helping them find a job or re-enroll in education or training; helping them navigate the subsidy application process) and toward regaining subsidy, whenever possible. The partners use their expertise and knowledge of child care subsidy and the grantee utilizes comprehensive services and family support workers to help alleviate the situation. The EHS-CCP (Early Head Start-Child Care Partnerships) program also should set expectations for the parent to continue their efforts to regain subsidy once their individual circumstances have improved. EHS-CCP (Early Head Start-Child Care Partnerships) should tailor services to meet individual needs at that time. Family support workers should work closely with EHS-CCP (Early Head Start-Child Care Partnerships) families to anticipate potential changes to subsidy, such as loss of work, gap in schooling, assisting with annual redetermination, and so forth. The newly-revised CCDBG (Child Care and Development Block Grant) Act contains a number of provisions designed to promote continuity of subsidy receipt—including a requirement that a state provide at least three months of continued CCDF (Child Care and Development Fund) assistance if the state chooses to terminate assistance prior to the end of the minimum 12-month eligibility period due to a parent's job loss.⁵ Family support workers can be used as a resource to help families navigate the subsidy application process as part of the comprehensive services available through the EHS-CCP (Early Head Start-Child Care Partnerships) program.

It may not be possible in all circumstances to restore subsidy because the family may not be able to get back into employment quickly and there may be subsidy waiting lists at the state or county. In these cases, the EHS-CCP (Early Head Start-Child Care Partnerships) grant will need to assume the full cost of maintaining the child's continued participation in the program.

Parent Co-Pays and Other Parent Fees

CCDF (Child Care and Development Fund) requires states/territories to establish a sliding fee scale that provides for cost sharing (co-payment) that is not a barrier to families receiving child care assistance. A co-pay refers to an amount that a parent must pay toward the portion of their child care subsidy. These costs can range from approximately zero to 15 percent of the cost of the subsidy for a family of three at 100 percent of poverty with one child in care.⁶ State CCDF (Child Care and Development Fund) Lead Agencies may choose to waive the co-payment for families whose income is below the federal poverty level or for specified populations with income below poverty (e.g., TANF recipients, Head Start recipients, foster children). According to fiscal year (FY) 2014-2015 CCDF (Child Care and Development Fund) Plans, 15 states and territories waive co-pays for all families receiving CCDF (Child Care and Development Fund) who are below the federal poverty level.

Many states and territories have low subsidy payment rates that do not cover the cost of providing care. This can be a detriment to some providers' participation in the subsidy program; so some CCDF (Child Care and Development Fund) Lead Agencies have policies that allow providers to charge parents the difference between the provider's private pay rate and the subsidy maximum payment rate. Some states also allow providers to charge additional fees to parents for other costs. Some states do not pay the provider for days the child is absent and the provider can charge the parent for those days not paid by the state. Other parent fees include registration fees, activity fees, and late fees.

EHS-CCP (Early Head Start-Child Care Partnerships) programs must examine the impact of these state and local subsidy and parent fee policies as part of the process of developing their partner agreements and their corresponding budgets. EHS-CCP (Early Head Start-Child Care Partnerships) grantees and their partners may only charge co-payments in those circumstances where the state has not agreed to waive parent co-pays. Some partner agencies may have another revenue source that can cover families who cannot pay the co-pay. The majority of partner agencies, however, have business models that depend on receiving the co-pay from each family. On a case-by-case basis, EHS-CCP (Early Head Start-Child Care Partnerships) funds may be used to pay the cost of the parent co-payment only after it is determined that the parent is financially unable to make the required payment and all other potential funding sources have been explored. As mentioned previously, the EHS-CCP (Early Head Start-Child Care Partnerships) program should also set expectations for the parent to eventually resume the responsibility for required payments once their individual circumstances have improved.

It is important to note that the parents of a child who **lose** their child care subsidy during the course of program eligibility **cannot** be required to pay a parent fee for continued EHS-CCP (Early Head Start-Child Care Partnerships) participation. Such a fee is an unallowable charge for participation in the EHS-CCP (Early Head Start-Child Care Partnerships) program because Head Start regulations preclude the charging of fees to parents for Head Start services. Thus, parent fees for registration or other program-related activities (e.g., field trips and special events) are not allowable in the EHS-CCP (Early Head Start-Child Care Partnerships). Since

8/16

the EHS-CCP (Early Head Start-Child Care Partnerships) grant funds provide additional resources to child care partners, the cost of the differential between the provider's private pay rate and the subsidy amount should already be factored into the partner agreements.

However, if a program incurs expenses to compensate employees for the caring of a child after the EHS-CCP (Early Head Start-Child Care Partnerships) program day has ended, parents may be charged a reasonable late fee. In all cases, late fees should be collected by the program and not the employee who is providing the services.

Innovations in Subsidy Policies for EHS-CCP (Early Head Start-Child Care Partnerships)

Some states have implemented (or are considering) policies or pilot projects that will facilitate EHS-CCP (Early Head Start-Child Care Partnerships), including aligning eligibility periods and waiving parent co-pays and other fees for EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled children living in families below the poverty level. Existing CCDF (Child Care and Development Fund) regulations (45 CFR 98.42(c)) allow states to waive co-pays for families below poverty. Federal CCDF (Child Care and Development Fund) policy guidance also allows states to establish longer eligibility periods for children in Head Start and Early Head Start (see Policy Interpretation Question on Eligibility Determination for Head Start Collaboration, ACYF-PIQ-CC-99-02). Grantees are encouraged to work with their Head Start Collaboration Office and the other EHS-CCP (Early Head Start-Child Care Partnerships) grantees in their state to collaborate with their CCDF (Child Care and Development Fund) administrator and other state partners to explore the possibility of more flexible policies for EHS-CCP (Early Head Start-Child Care Partnerships). Grantees also should work with their Regional Office and state partners to explore other strategies that promote the continuity of care for the child and family and prevent the initial loss of subsidy for EHS-CCP (Early Head Start-Child Care Partnerships) enrolled children.

The reauthorization of CCDF (Child Care and Development Fund) presents new opportunities for state policies that will promote stability and continuity of services for the EHS-CCP (Early Head Start-Child Care Partnerships) program over the long-term. The Office of Head Start (OHS) and OCC (Office of Child Care) are working closely to share best practices and plan for technical assistance to enhance EHS-CCP (Early Head Start-Child Care Partnerships) grantees' capacity to navigate the child care subsidy rules and regulations and support high-quality implementation.

Citizenship and Immigration Status

Federal law requires certain programs, including CCDF (Child Care and Development Fund) to verify the citizenship and immigration status of beneficiaries of program services. For CCDF (Child Care and Development Fund) eligibility, only the citizenship and immigration status of the child is relevant. Verification is not required for Head Start and Early Head Start programs. Regarding partnerships between CCDF (Child Care and Development Fund) and Head Start and Early Head Start, including the EHS-CCP (Early Head Start-Child Care Partnerships) program, federal policy indicates that **citizenship and immigration status verification**

9/16

requirements do not apply to child care services that are subject to HSPPS and supported by combined Head Start and Early Head Start and CCDF (Child Care and Development Fund) funding (ACYF-PI-CC-98-08, CCDF (Child Care and Development Fund)-ACF-PI-2008-01). In instances where services are funded in whole or in part by CCDF (Child Care and Development Fund) as part of a partnership with Head Start and Early Head Start programs, verification of citizenship or immigration status of children is not required, as long as the services meet HSPPS. Thus, verification of citizenship or immigration status is not required for enrolled EHS-CCP (Early Head Start-Child Care Partnerships) children. CCDF (Child Care and Development Fund) administrators may or may not be aware of these areas of flexibility, or may not have experience with partnerships across EHS (Early Head Start) and child care prior to the innovative EHS-CCP (Early Head Start-Child Care Partnerships) program. EHS-CCP (Early Head Start-Child Care Partnerships) grantees should work with CCDF (Child Care and Development Fund) administrators and stakeholders to find solutions necessary to revise current policies that require verification of citizenship or immigration policies for enrolled EHS-CCP (Early Head Start-Child Care Partnerships) children.

Child Care Center Ratios and Group Sizes

All grantees are required to meet the EHS (Early Head Start) standards for staffing ratios and group sizes, regardless of state licensing ratios (unless the state ratios are more stringent).⁷ Early Head Start ratios for center-based programs require one teacher for a maximum of four infants and toddlers and group or classroom sizes of no more than eight children. EHS-CCP (Early Head Start-Child Care Partnerships) grantees are strongly encouraged to provide direct benefits to non-EHS-CCP-enrolled children through mixed-enrollment classes to the extent feasible and sustainable with the existing resources. The intent of the EHS-CCP (Early Head Start-Child Care Partnerships) is to spread the positive benefits of the partnerships across multiple classrooms. As such, several EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled children may be part of a class of eight child care center-enrolled children with two teachers. The Administration for Children and Families (ACF) acknowledges that sustainable funding may rely on sufficient numbers of EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled children being together in any one class. The grantee and their partners will need to work together to establish a realistic budget that supports raising the level of quality in centers and classrooms that provides the greatest benefits for the maximum number of enrolled EHS-CCP (Early Head Start-Child Care Partnerships) and non-EHS-CCP (Early Head Start-Child Care Partnerships) children.

In center settings where the group size exceeds eight, enrolled children must not lose their existing slots. Programs must not disrupt any services to enrolled infants and toddlers. The grantee and partner are expected to work together to develop a plan to gradually reduce group size—not to exceed eight—within the first 18 months of funding. This could be accomplished through attrition as children age out, or if space permits, opening additional classrooms. While the grantee and partner are taking measures to meet the required group size within 18 months, at no time can the ratios exceed four children to one teacher.

Family Child Care Group Size

For the family child care option, the maximum group size for one qualified teacher is six young children, with no more than two under the age of 2. The maximum group size is 12 young children, with no more than two younger than 18 months, cared for by two teachers. For the family child care option, whenever present, the child care provider's own children under the age of six must be included in the count.

The provider must meet EHS (Early Head Start) program ratios as long as EHS-CCP (Early Head Start-Child Care Partnerships) children are in care. If the provider wanted to serve more than six children, she would need to employ another caregiver. Supplemental funds are available to help support this early cost in the first 18 months of the project.

Staffing and Planning Shifts for Staff

As noted in prior sections, EHS-CCP (Early Head Start-Child Care Partnerships) providers are expected to provide full-day/full-year of EHS (Early Head Start)-compliant services to meet the needs of working families. Programs will need to plan for sufficient coverage that allows for primary caregiving relationships and continuity of care for EHS-CCP (Early Head Start-Child Care Partnerships)-enrolled children. Because the required EHS (Early Head Start) staffing ratio is one teacher for every four children and no more than eight children in one group or classroom, additional teachers and staff will be needed to cover full hours of operation and conduct the range of duties (e.g., lesson planning, reflective supervision, etc.) necessary to provide EHS-CCP (Early Head Start-Child Care Partnerships) services.

Grantees should engage their partners in long-range planning to design and implement the staffing structure that can best meet the requirements of the EHS-CCP (Early Head Start-Child Care Partnerships). Programs may structure their staffing patterns and plan work shifts to best support the needs of the families they serve as long as all EHS (Early Head Start) health and safety requirements are met. Programs may decide to use part-time/full-time substitute or floating staff members to support coverage for the full 10-hour day; however, the infants and toddlers should have a designated primary teacher. For example, one teacher may open a classroom and a second teacher could come in slightly later. For a classroom of eight children, there must be at least two qualified teachers present on-site at all times. In this project, six hours is not considered full working day. A standard work day for an individual staff is typically eight hours and should meet Fair Labor Standards Act⁸ regarding required break periods (e.g., lunch, break). Teachers also should have paid time built into their day to plan, maintain documentation, apply assessment data to curriculum planning, meet with family service staff, communicate with families, engage in supervision and reflection, attend training, individualize services, conduct other data collection activities, etc. These conditions will require additional staff members with the appropriate skills and training to provide short breaks and, as available, provide time for the teacher to engage in planning and other out of classroom responsibilities.

Staff Qualifications and Credential Requirements

11/16

EHS-CCP (Early Head Start-Child Care Partnerships) grantees should work with partners to develop professional development plans for all staff working on this project to ensure that all teachers (including long-term substitutes or floaters) meet or can demonstrate that they making progress toward meeting the required EHS (Early Head Start) qualifications. Substitute teachers and/or floaters may be teachers who work with specific classrooms and/or centers on either an as-needed or more regular basis to ensure adequate staffing ratios are met at all times. Supplemental funds are available to help support this early cost in the first 18 months of the project.

EHS-CCP (Early Head Start-Child Care Partnerships) teachers must have a minimum of a Child Development Associate (CDA) and training with an infant/toddler focus or comparable credential from their state. Teachers who have a degree or other credential in early childhood education with a focus on infants and toddlers (at least commensurate to what is required for an Infant/Toddler CDA) do not need a CDA. All EHS-CCP (Early Head Start-Child Care Partnerships) teaching staff are expected to meet the qualification requirements within 18 months of receiving the grant. Family child care providers have additional time to meet this requirement and need to enroll in the appropriate CDA (or commensurate program) within six months and have two years to become certified. If teaching staff or family care providers are unable to complete these requirements within timeframes listed, the EHS-CCP (Early Head Start-Child Care Partnerships) grantee and their partners must provide evidence that their staff are making sufficient progress toward receiving the required certifications.

Expanding professional development opportunities through EHS-CCP (Early Head Start-Child Care Partnerships) will increase the cadre of infant/toddler teachers across the country. The grantee and their partners can successfully work together to find ways to do this. For example, partnerships can leverage CCDF (Child Care and Development Fund)-funded professional development registries and scholarships to support providers pursuing higher teacher qualifications to meet EHS (Early Head Start) standards. Similarly, local EHS (Early Head Start) training and technical assistance funds can be targeted to community providers to increase the pool of qualified professionals in the community who can serve children served in both EHS (Early Head Start) and child care. Some innovative partnerships have come together to create a shared pool of qualified substitutes and floater teachers who can be available across several child care centers and family child care homes in the grantee's service area. ACF strongly encourages and supports these innovative partnership approaches to meet the staffing and credential requirements and provide ongoing staff training and professional development for EHS-CCP (Early Head Start-Child Care Partnerships) grantees and partners.

Federal Oversight and Monitoring

Ongoing federal oversight is the process by which federal staff works with grantees to ensure that their EHS-CCP (Early Head Start-Child Care Partnerships) projects are meeting the overall requirements and expectations of the grant. Oversight is a process of ongoing communication and feedback with the assigned ACF staff (which may include a regional program specialist or program manager from OHS and OCC, as well as the regional fiscal

12/16

grants specialist) to support the grantee's implementation. For the first 18 months and throughout the life of the grant, federal oversight also may include identifying areas that need additional support and the provision of intensive technical assistance to ensure appropriate implementation and management of the program.

Formal monitoring of grantee compliance with the Early Head Start standards and HSPPS will not take place until after the first 18 months of the grant. However, during the first 18 months, all EHS-CCP (Early Head Start-Child Care Partnerships) grantees will participate in a baseline assessment that will include a review of environmental health and safety issues, fiscal management issues, and an analysis of the status of other key elements of the partnership funded through EHS-CCP (Early Head Start-Child Care Partnerships). The purpose of this baseline is to assess initial grantee and partner capacity across multiple domains and to help improve the quality of the partnerships in this early stage of development. It also will be used to identify additional technical assistance or support that may be needed by the grantees and their partners to ensure that they are on track for successful implementation and can meet all EHS (Early Head Start) requirements within 18 months.

It is important to note that ACF has the authority to suspend or terminate grantees if any egregious violations are identified during the first 18 months or at any other point during the five-year project period, as provided in the Head Start Act. Deficiencies that are found in the first 18 months will not be used to determine the need to compete for a new grant in the Designation Renewal System (DRS). Deficiencies that are serious health and safety concerns will be cited for immediate correction (e.g., child abuse and neglect, dangerous facilities, uncontained asbestos) and reported to the appropriate state agency (e.g., child care licensing, child welfare). After the first 18 months, EHS-CCP (Early Head Start-Child Care Partnerships) grantees will be subject to the formal Head Start and Early Head Start aligned monitoring process and the DRS, which affect all Head Start and Early Head Start grants on definite project periods. Subject to availability of funds, at the end of this project period, some grantees will qualify to receive a five-year grant, non-competitively. Grantees will need to compete for a new five-year grant in their service area if they meet any of the seven conditions in HSPPS 45 CFR 1307.

General Resources

EHS-CCP (Early Head Start-Child Care Partnerships) Funding Opportunity Announcement, HHS-2015-ACF-OHS-HP-0814: http://www.acf.hhs.gov/grants/open/foa/files/HHS-2015-ACF-OHS-HP-0814_0.pdf [PDF, 393KB]

National Center on Early Head Start - Child Care Partnerships (NCEHS-CCP):
<https://eclkc.ohs.acf.hhs.gov/hslc/tta-system/ehs-ccp/partnerships.html>

ACF webinar series on EHS-CCP (Early Head Start-Child Care Partnerships) (March to May 2014):
<https://childcareta.acf.hhs.gov/early-head-start-child-care-webinar-resources>

Public Law 113-76, 2014 Consolidated Appropriations Act:

<http://www.gpo.gov/fdsys/pkg/BILLS-113hr3547enr/pdf/BILLS-113hr3547enr.pdf> [PDF, 1.4MB]

Public Law 113-235, 2015 Consolidated Appropriations Act:

<http://www.gpo.gov/fdsys/pkg/BILLS-113hr83enr/pdf/BILLS-113hr83enr.pdf> [PDF, 1.5MB]

Partnership Agreement Resources

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (effective Dec. 26, 2014): <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

ACF-IM-HS-14-07 Office of Head Start Information Memorandum, New Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

https://eclkc.ohs.acf.hhs.gov/hslc/standards/im/2014/resour_im_007_12172014.html

Department of Health and Human Services 45 CFR Part 75 Implementing Regulations:

<https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform>

EHS-CCP (Early Head Start-Child Care Partnerships) Orientation materials – "Fiscal Systems: A Deeper Dive" session slides and handouts: [EHS-CCP \(Early Head Start-Child Care Partnerships\) Virtual Orientation](#)

Layered Funding Resources

OMB Circular A-133 Compliance Supplement 2014, see Department of Health and Human Services CFDA 93.575: Child Care and Development Block Grant, and CFDA 93.600: Head Start: https://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

EHS-CCP (Early Head Start-Child Care Partnerships) Orientation materials – "Maximizing and Managing Fiscal Resources for Partnership" session slides and handouts: [EHS-CCP \(Early Head Start-Child Care Partnerships\) Virtual Orientation](#)

Early Childhood Knowledge and Learning Center (ECKLC) Fiscal Management resources:

<https://eclkc.ohs.acf.hhs.gov/hslc/tta-system/operations/mang-sys/fiscal-mang/fiscal-management.html>

NCEHS-CCP (Early Head Start-Child Care Partnerships) Fiscal Issues:

<https://eclkc.ohs.acf.hhs.gov/hslc/tta-system/ehs-ccp/fiscal.html>

Subsidy Resources

Office of Child Care's CCDF (Child Care and Development Fund) Reauthorization Resources:

<http://www.acf.hhs.gov/programs/occ/ccdf-reauthorization>

Summary of Changes in CCDF (Child Care and Development Fund) Reauthorization Law:

14/16

<http://www.acf.hhs.gov/programs/occ/resource/ccdbg-of-2014-plain-language-summary-of-statutory-changes>

Frequently Asked Questions about CCDF (Child Care and Development Fund)

Reauthorization: <http://www.acf.hhs.gov/programs/occ/resource/ccdf-reauthorization-faq>

National Center on Child Care Subsidy Innovation & Accountability:

<https://childcareta.acf.hhs.gov/subsidy-innovation-and-accountability>

Citizenship Verification Resources

OCC Program Instruction CCDF (Child Care and Development Fund)-ACF-PI-2008-01:

<http://www.acf.hhs.gov/programs/occ/resource/pi-2008-01>

OCC Program Instruction ACYF-PI-CC-98-08:

<http://www.acf.hhs.gov/programs/occ/resource/pi-cc-98-08>

Staffing and Professional Development Resources

Head Start Program Performance Standards section 1306.20(g)(1) – additional information about center-based and family child care ratio requirements:

<https://eclkc.ohs.acf.hhs.gov/policy/prior-regulations/1306-20-program-staffing-patterns-1998>

Early Head Start National Resource Center (EHS (Early Head Start) NRC) Tip Sheets on Program Design and Management: [http://eclkc.ohs.acf.hhs.gov/hslc/tta-](http://eclkc.ohs.acf.hhs.gov/hslc/tta-system/ehsnrc/comp/program-design)

[system/ehsnrc/comp/program-design](http://eclkc.ohs.acf.hhs.gov/hslc/tta-system/ehsnrc/comp/program-design)

Fair Labor and Standard Act resources: <http://www.dol.gov/whd/flsa/>

Head Start Program Performance Standards:

<https://eclkc.ohs.acf.hhs.gov/hslc/standards/hspps/45-cfr-chapter-xiii/45-cfr-chap-xiii-eng.pdf>
[PDF, 2.7MB] (see pp. 140-142)

Early Educator Central: <https://earlyeducatorcentral.acf.hhs.gov/>

ECLKC Professional Development Resources: [https://eclkc.ohs.acf.hhs.gov/professional-](https://eclkc.ohs.acf.hhs.gov/professional-development)
[development](https://eclkc.ohs.acf.hhs.gov/professional-development)

Federal Oversight and Monitoring Resources

Head Start Program and Performance Standards:

<https://eclkc.ohs.acf.hhs.gov/hslc/standards/hspps> or full version at

<https://eclkc.ohs.acf.hhs.gov/hslc/standards/hspps/45-cfr-chapter-xiii/45-cfr-chap-xiii-eng.pdf>
[PDF, 2.7MB]

EHS-CCP (Early Head Start-Child Care Partnerships) Baseline Resources:

<https://eclkc.ohs.acf.hhs.gov/hslc/grants/monitoring/additional-resources.html>

ECKLC Grants and Oversight: <http://ecklc.ohs.acf.hhs.gov/hslc/grants>

¹ For grantees entering into contractor relationships, procurement standards in the Uniform Guidance in §75.326 – §75.335 apply. For grantees with sub-recipients, the management of monitoring standards in §75.351 – §75.353 apply.

² OMB Circular A-133 Compliance Supplement 2014, see Department of Health and Human Services, CFDA 93.575: Child Care and Development Block Grant, at: https://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

³ Minor facility renovations are defined in the HSPPS at 45 CFR 1309.3 and cannot exceed \$250,000.

⁴ There may be some situations where the change that prompts loss of subsidy also makes another environment more appropriate for the child. The provider will need to work with the family to preserve the care and relationship that best supports the needs of the child and family.

⁵ For more information about the reauthorization of the Child Care and Development Block Grant, visit: <http://www.acf.hhs.gov/programs/occ/ccdf-reauthorization>

⁶ National Women's Law Center, *Turning the Corner: State Child Care Assistance Policies, 2014* report, see: <http://www.nwlc.org/resource/turning-corner-state-child-care-assistance-policies-2014>

⁷ For example, the teacher to child ratio for infants and toddlers in Maryland is one to three.

⁸ See Department of Labor, Fair Labor and Standards Act resources at: <http://www.dol.gov/whd/flsa/>

ATTACHMENT J

QUARTERLY FINANCIAL AND NARRATIVE REPORT EXAMPLE

Jeff CAP Head Start Birth to Five Program
Quarterly Financial and Narrative Report
(Due 15 days after the end of each quarter)

Grantee Agency: Jefferson Community Action Programs (JeffCAP)

Project Title: Early Head Start Childcare Partnerships

Partner Site: _____

Date of Report: _____

Staff Member Preparing Report: _____

Email: _____ Telephone Number: _____

Quarter Covered by this Report (check one):

<input type="checkbox"/> June 1 to September 30	Report due October 15
<input type="checkbox"/> October 1 to December 31	Report due January 15
<input type="checkbox"/> January 1 to March 31	Report due April 15
<input type="checkbox"/> April 1 to May 31	Report due June 15

Please put Grant Report followed by your center name in the subject line and email the Quarterly Financial and Narrative Grant Report as an attachment to:

Tara Hazelbaker (thazelbaker@jeffparish.net), Lisa Harrington (lharrington@jeffparish.net) and Bin Zhang (bzhang@jeffparish.net)

A Quarterly Financial and Narrative Report is due at the JeffCAP Head Start Birth to Five Program no later than 15 days after the close of each quarter (report due date). According to our fiscal year, Quarters are defined as 1st Quarter June – September, 2nd Quarter October – December, 3rd Quarter January-March; and April-May of each fiscal calendar year. The narrative needs to include the amounts and reasons for all expenditures of funds allocated under the cooperative endeavor agreement (9.0 Reports). Please provide a detailed explanation for all expenditures listed in the chart below.

Reports demonstrate your accountability for audits from the parish, state, and/or federal governments. Late reports will delay payments and jeopardize your contract agreement with the Parish and JeffCAP Head Start.

Quarterly Financial Report Budget Line: Include Budget line items, Salaries, Wages, Benefits, Travel, Supplies, Materials, Equipment, services, etc. along with disbursements date for each quarter.

Budget Line	Approved Budget	June 1 – Sept. 30	Narrative	Total Disbursements
Salaries, Wages, Benefits				
Supplies, Materials				
Equipment				
Services				
Admin. / Facilities Costs				
Other				
Total				

1. Amount requested for reimbursement _____

Quarterly Narrative Report Con't:

Use this space to explain any information not provided above.

Summarize the quarter:

- Report any project revenue or contributions from outside agencies, including a brief statement of source. (Non-Federal Share/In-Kind donations, etc., excluding Home Enrichment)

ATTACHMENT K

CHILD CARE PARTNER ACKNOWLEDGMENTS

JEFFCAP HEAD START BIRTH-TO-FIVE PROGRAM (HS B-5)

Meeting: EHS Child Care Partners

06/13/2018

Agenda

- Review the Jefferson Parish Internal Auditor Report drafted June 2018;
- Review CEA Section 2.0: Cooperative Endeavor Agreements (CEA's) administered by JeffCAP are paid on a reimbursement basis (CEA 2.0);
- Discuss that CEA parties are expected to submit an invoice for reimbursement within ten (10) days following the end of each calendar month (CEA 2.0);
- Review: Documentation justifying the total reimbursement payments shall be submitted with the invoice (i.e. documentation for all reimbursed expenditures: checks/payments/debits, payroll records designating Early Head Start staff members and their positions,) (CEA 2.0);
- Discuss: Early Head Start students enrolled at Child Care Partner centers follow the Early Head Start schedule. Early Child Care Partner centers are expected to provide services for ten (10) hours per day, five (5) days per week, twelve (12) months per year with the exception of the specified holidays as outlined in the CEA (CEA 1.0. B. 1.);
- Review and Discuss: Early Head Start classrooms will have two teaching staff per room at all times (CEA 1.0. B. 28.);
- Review CEA Section 9.0: Monthly Reports shall be submitted to the Head Start Administrative staff as outlined in the CEA (CEA 9.0);
- Review CEA Section 9.0: Quarterly Reports shall be submitted to the Jefferson Parish Internal Auditor as outlined in the CEA (CEA 9.0);

Acknowledgement of Understanding

I, Carrie D. Henry, acknowledge that I understand the agenda items that were
(please print)

presented and discussed on this day, Wednesday, and that I am expected to abide by the

Cooperative Endeavor Agreement (CEA) currently in place between Jefferson Parish and my

Organization.

Signature: Carrie D. Henry

Title: Director

Date: 6-13-18

JEFFCAP HEAD START BIRTH-TO-FIVE PROGRAM (HS B-5)

Meeting: EHS Child Care Partners

06/13/2018

Agenda

- Review the Jefferson Parish Internal Auditor Report drafted June 2018;
- Review CEA Section 2.0: Cooperative Endeavor Agreements (CEA's) administered by JeffCAP are paid on a reimbursement basis (CEA 2.0);
- Discuss that CEA parties are expected to submit an invoice for reimbursement within ten (10) days following the end of each calendar month (CEA 2.0);
- Review: Documentation justifying the total reimbursement payments shall be submitted with the invoice (i.e. documentation for all reimbursed expenditures: checks/payments/debits, payroll records designating Early Head Start staff members and their positions,) (CEA 2.0);
- Discuss: Early Head Start students enrolled at Child Care Partner centers follow the Early Head Start schedule. Early Child Care Partner centers are expected to provide services for ten (10) hours per day, five (5) days per week, twelve (12) months per year with the exception of the specified holidays as outlined in the CEA (CEA 1.0. B. 1.);
- Review and Discuss: Early Head Start classrooms will have two teaching staff per room at all times (CEA 1.0. B. 28.);
- Review CEA Section 9.0: Monthly Reports shall be submitted to the Head Start Administrative staff as outlined in the CEA (CEA 9.0);
- Review CEA Section 9.0: Quarterly Reports shall be submitted to the Jefferson Parish Internal Auditor as outlined in the CEA (CEA 9.0);

Acknowledgement of Understanding

I, Shirley Funches
(please print) acknowledge that I understand the agenda items that were

presented and discussed on this day, Wednesday, and that I am expected to abide by the

Cooperative Endeavor Agreement (CEA) currently in place between Jefferson Parish and my

Organization.

Signature: Shirley Funches

Title: Director / owner

Date: 6-13-18

JEFFCAP HEAD START BIRTH-TO-FIVE PROGRAM (HS B-5)

Meeting: EHS Child Care Partners

06/13/2018

Agenda

- Review the Jefferson Parish Internal Auditor Report drafted June 2018;
- Review CEA Section 2.0: Cooperative Endeavor Agreements (CEA's) administered by JeffCAP are paid on a reimbursement basis (CEA 2.0);
- Discuss that CEA parties are expected to submit an invoice for reimbursement within ten (10) days following the end of each calendar month (CEA 2.0);
- Review: Documentation justifying the total reimbursement payments shall be submitted with the invoice (i.e. documentation for all reimbursed expenditures: checks/payments/debits, payroll records designating Early Head Start staff members and their positions,) (CEA 2.0);
- Discuss: Early Head Start students enrolled at Child Care Partner centers follow the Early Head Start schedule. Early Child Care Partner centers are expected to provide services for ten (10) hours per day, five (5) days per week, twelve (12) months per year with the exception of the specified holidays as outlined in the CEA (CEA 1.0. B. 1.);
- Review and Discuss: Early Head Start classrooms will have two teaching staff per room at all times (CEA 1.0. B. 28.);
- Review CEA Section 9.0: Monthly Reports shall be submitted to the Head Start Administrative staff as outlined in the CEA (CEA 9.0);
- Review CEA Section 9.0: Quarterly Reports shall be submitted to the Jefferson Parish Internal Auditor as outlined in the CEA (CEA 9.0);

Acknowledgement of Understanding

I, Barbara Crenshaw, acknowledge that I understand the agenda items that were
(please print)
presented and discussed on this day, Wednesday, and that I am expected to abide by the

Cooperative Endeavor Agreement (CEA) currently in place between Jefferson Parish and my

Organization,

Signature: Barbara Crenshaw

Title: Director/owner

Date: 6-13-18