

Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

2021 June 25 | 07:56:54 EDT

FEDERAL SUBAWARD AGREEMENT

This Federal Subaward Agreement (the “Agreement” or “Subaward”) is made effective as of July 1, 2021, by and between **FAIRFAX COUNTY** (“Fairfax County” or “the County”) and **Higher Horizons Day Care Center**, (“Subrecipient” or “Higher Horizons”) (collectively, the “Parties”).

ARTICLE 1 RECITALS

- 1.1 As authorized by the Head Start Act (“Act”), as amended by the Improving Head Start for School Readiness Act of 2007, Public Law 110-134, 42 U.S. Code 9801, the U.S. Department of Health and Human Services (“HHS”), Administration for Children and Families, and the Office of Head Start (“OHS”) administers the discretionary grant titled “Head Start and Early Head Start Program.”
- 1.2 Federal objectives of these funds are to promote school readiness by enhancing the social and cognitive development of low-income children, including children on federally recognized reservations and children of migratory farm workers, through the provision of comprehensive health, educational, nutritional, social and other services; and to involve parents in their children's learning and to help parents make progress toward their educational, literacy and employment goals. Head Start also emphasizes the significant involvement of parents in the administration of their local Head Start programs.
- 1.3 As a result of federal legislation and subsequent regulations, effective December 9, 2011, Head Start programs transitioned to a competitive five year grant cycle. OHS began assessing grantees through the Designation Renewal System (“DRS”) to determine whether Head Start and Early Head Start agencies deliver high-quality services to meet the educational, health, nutritional, and social needs of the children and families they serve, while meeting the program and financial requirements and standards in section 641A(a)(1) of the Head Start Act.
- 1.4 On December 12, 2015, the Fairfax County Board of Supervisors authorized the Department of Family Services to apply for and accept funds in response to the DRS Cohort Four application. Notice of Award from OHS was received on June 29, 2016.
- 1.5 In accordance with 45 CFR § 1303.31, Fairfax County determined that it would enter into an agreement with Higher Horizons Day Care Center, which would be determined to be a “delegate agency” as defined in Section 637(3) of the Head Start Act. As a result of this determination, the County desires to maintain Higher Horizons Day Care Center as the Subrecipient (as that term is defined in 45 CFR § 75.2) of the Funding Award to carry out daily operations and grant related services under the terms and conditions of the Agreement and in compliance with the Head Start Act and any other applicable federal regulations. This Agreement is the Subaward (as that term is defined in 45 CFR § 75.2) of the Grant to Higher Horizons Day Care Center.
- 1.6 The Department of Neighborhood and Community Services Office for Children (“NCS/OFC”) will serve as the primary department managing this federal program in coordination with Higher Horizons Day Care Center.

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- 1.7 This is a separate subaward with funding from the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act and American Rescue Plan Act (ARPA). CRRSA was enacted on December 27, 2020 in response to COVID-19. Funds have been distributed by formula to all grantees based on funded enrollment to continue the response to COVID-19. OFC applied for the CRRSA supplemental funds on April 9, 2021. ARPA was enacted May 11, 2021. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The supplemental COVID grant application was submitted on May 18, 2021. The Supplemental ARPA grant application was submitted on May 18, 2021. The CRRSA award # 03HE000967-01-01 was received April 27, 2021. The ARPA award #03HE000967-01-00 was received May 26, 2021.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, and for other good and valuable consideration, the receipt and legal sufficiency of which the Parties acknowledge, the Parties agree as follows:

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**ARTICLE 2
 FEDERAL AWARD IDENTIFICATION**

2. In accordance with Title 45 U.S. Code of Federal Regulations (CFR) Part 75.352 (a), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, the following notification is to designate the use of federal funds in this Subaward:

Subrecipient Name	Higher Horizons Day Care Center
Subrecipient DUNS Number	175908870
Federal Award Identification Number (FAIN)	03HE000967
Federal Award Date	CRRSA: April 27, 2021 ARPA: May 25, 2021
Budget Period Start and End Date	April 1, 2021 through March 31, 2023
Subaward Period of Performance	April 1, 2021 through March 31, 2023
Amount of Federal Awards Obligated by this action	CRRSA (C5) - \$42,136 ARPA (C6) - \$167,510
Total Amount of Federal awards obligated to date, including current obligation	CRRSA (C5) - \$42,136 ARPA (C6) - \$167,510
Total Amount of Federal Awards Committed	\$0
Federal Award Project Description	<p>The Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act provides funding to prevent, prepare for, and respond to coronavirus.</p> <p>The American Rescue Plan Act (ARPA) provides funding to respond to the impact of COVID-19 and efforts to contain COVID-19 on communities, residents, and businesses.</p> <p>Birth to five Head Start and Early Head Start – Virginia (Fairfax County) including the cities of Falls Church, and Fairfax, Virginia. Head Start and Early Head Start are national family and child development programs that provide quality early childhood education and family support services to income eligible families and children from birth to 5 years of age and expectant parents. PA22- 88 funded slots. PA25- 52 funded slots.</p>
Name of Federal Awarding Agency	Department of Health and Human Services, Administration for Children and Families, Office of Head Start
Name of Pass-Through Entity	Fairfax County
Fairfax County Awarding Official	Cathy A. Muse Director/County Purchasing Agent Department of Procurement and Material Management 703-324-3206

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Assistance Listing Number	93.600
Assistance Listing Program Title	Head Start
Grantor Program Title (if different from CFDA Program Title)	COVID (P.L. 116-260)
Award for Research & Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect Cost Rate for Federal Award	<input type="checkbox"/> Federally approved indirect cost rate <input type="checkbox"/> 10% <input checked="" type="checkbox"/> None <input type="checkbox"/> Other: (Specify %) _____

ARTICLE 3 SCOPE OF DUTIES

3. As the Subrecipient, Higher Horizons Day Care Center has the responsibility to carry out the daily operations and grant related services:
 - 3.1 Enroll and provide Head Start services to children, 10% shall include children with disabilities.
 - 3.2 Provide Head Start and Early Head Start services to children and families in accordance with the Federal Head Start Regulations and Eligibility Guidelines set out in Head Start Act, Head Start Program Performance Standards 45 CFR Chapter 13, and Title 45 CFR Part 75.
 - 3.3 Offer services to 172 (88 Federal & 84 Local) children ages three to five years, 52 children ages birth to three years, and pregnant women during the program year (July 1- June 30).
 - 3.4 Work with NCS/OFC to recruit income-eligible participants to maintain the minimum number of slots assigned to the program.
 - 3.5 Conduct and supervise an educational program that facilitates the intellectual, social, and physical growth of infants, toddlers, and preschoolers.
 - 3.6 Participate in staff training provided by NCS/OFC Head Start Program.
 - 3.7 Implement a certified curriculum model that promotes developmentally appropriate planning and activities for infants, toddlers, and preschoolers.
 - 3.8 Provide a safe and healthy environment for infants, toddlers, and preschoolers program.
 - 3.9 Involve parents in the program by providing opportunities for parents to gain knowledge and skills to prepare their children for school.
 - 3.10 Encourage parents to visit the center to observe, volunteer, and conference with teachers and other staff and make suggestions for program improvements.

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3.11 Provide periodic trainings and monthly Policy Council meetings during the program year.

- A. Invite all parents to the parent meetings to elect and participate in a Policy Council.
- B. Assist with the selection of officers for the Policy Council. Six representatives will serve on the Fairfax County Head Start Policy Council.
- C. Representatives serving on the Fairfax County Head Start Policy Council will be appointed and identified to the County on or before October 31st of each year of the contract period. The Subrecipient is required to ensure continuous participation and representation at Policy Council Meetings throughout the contract period. Failure to do so may result in financial penalties.

3.12 Comply with the Head Start Program Performance Standards and Virginia Department of Social Services Child Licensing Regulations, for staffing child care centers for birth to 3-year-old infants and toddlers, and 3 to 5 year old preschoolers. For purposes of this subaward the following staff to child ratios are required:

Children's Age	Class Size	Number of Teachers
Under 3 years old	No more than 8 or 9 children enrolled in any class, depending on the number of teachers.	Two teachers for 8 children Three teachers for 9 children
3 year olds	No more than 17 children enrolled in any class.	Two teachers
4 and 5 year olds	No more than 20 children enrolled in any class.	Two teachers

3.13 Provide teachers who have the following credentials/qualifications:

- A. Preferred qualifications include a Bachelor's degree in Early Childhood Education or a related field, and one year of experience working in a early care and education setting.
- B. Minimum qualifications include a Child Development Associate credential (CDA), a two year Associates degree, and two years' experience working in a early care and education setting. For Early Head Start, they must have training or equivalent coursework in early childhood development with a focus on infant and toddler development.

3.14 Develop and implement a systematic, ongoing process of program planning, which includes written plans for implementing services and multi-year (long-range) program goals and short-term program and financial objectives.

3.15 Participate in the U.S. Department of Agriculture Child and Adult Care Food Program (CACFP).

- A. Provide CACFP reports, meal counts, and reimbursement amounts to the County upon request.

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- B. Provide a copy of any CACFP compliance/monitoring reports or CACFP audits to the County within 30 days of receipt of such reports/audits.

3.16 Personnel Requirements:

- A. Subrecipient must notify the County of any staff vacancies that have not been filled within thirty (30) days of the last date of service.
- B. Subrecipient must submit all proposed organizational changes to NCS/OFC for review and approval prior to implementation and notify the County of any deviations in staffing from the most recent annual federal grant refunding application submission.
- C. Subrecipient must submit any proposed changes to the approved cost allocation plan to NCS/OFC for review and approval prior to implementation.

3.17 Subrecipient must submit proposed revisions to policies and procedures and/or accounting policies to NCS/OFC for review and approval prior to implementation.

3.18 Subrecipient must submit all contracts in excess of \$10,000 to NCS/OFC for review and approval prior to execution.

3.19 Transportation Requirements:

Operate four (4) buses to transport children and their parents who receive services funded through this subaward, subrecipient teachers and subrecipient approved chaperones. Such transportation shall be solely for the purpose of transporting these children, parents and personnel to and from the subrecipient's day care center and subrecipient -sponsored field trips and other program related activities such as: driving the parents and children to county hearings; transporting parents and children to doctor's offices for immunizations when necessary; and fatherhood field trips which includes fathers, children, and subrecipient chaperones.

These buses are maintained by the Department of Vehicle Services and are insured by Subrecipient. For further information regarding Subrecipient's responsibilities regarding the maintenance of these buses, see Section 4.6 below.

- A. Subrecipient agrees to the following:
 - 1. All buses used by the subrecipient must meet local, state and federal standards (45 CFR §§ 1303.70 – 1303.75) and regulations.
 - 2. In accordance with the federal regulations as stated above, Subrecipient shall:
 - a. Make reasonable efforts to coordinate transportation resources with other human services agencies in its community in order to control costs and to improve the quality and availability of transportation services;
 - b. Report all accidents involving vehicles that transport children participating in this program in accordance with applicable state requirements;

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- c. Ensure that all vehicles used or purchased with grant funds to provide transportation services to enrolled children are school buses or allowable alternate vehicles that are equipped for use of height and weight-appropriate child restraint systems, and that have reverse beepers;
- d. Ensure that each vehicle used in providing such services is equipped with an emergency communication system clearly labeled and appropriate emergency safety equipment, including a seat belt cutter, charged fire extinguisher, and first aid kit;
- e. Ensure that each vehicle used to transport children receiving said services is equipped for use of age, height and weight appropriate child safety restraint systems as defined in 45 CFR § 1305;
- f. Ensure vehicles used to provide said services are in safe operating condition at all times;
- g. Ensure that at a minimum, conduct an annual thorough safety inspection of each vehicle through an inspection program licensed or operated by the state;
- h. Carry out systematic preventive maintenance on vehicles;
- i. Ensure that each driver implements daily pre-trip vehicle inspections;
- j. For any new vehicle inspection, ensure bid announcements for school buses and allowable alternate vehicles to transport children in its program include correct specifications and a clear statement of the vehicle's intended use. The program must ensure vehicles are examined at delivery to ensure they are equipped in accordance with the bid specifications and that the manufacturer's certification of compliance with the applicable Federal Motor Vehicle Safety Standards established under Section 30111 of Title 49, United States Code;
- k. Ensure that all baggage and other items transported in the passenger compartment are properly stored and secured, and the aisles remain clear and the doors and emergency exits remain unobstructed at all times;
- l. Ensure up-to-date child rosters and lists of the adults each child is authorized to be released to, including alternates in case of emergency, are maintained and no child is left behind, either at the classroom or on the vehicle at the end of the route;
- m. With the exception of transportation services to children served under a home-based option, there is at least one bus monitor on board at all times, with additional bus monitors provided as necessary;
- n. With the exception of transportation services to children served under a home-based option, ensure that drivers, at a minimum, have a valid Commercial Driver's License for vehicles in the same class as the vehicle the driver will be operating and meet any physical, mental and other requirements as necessary to perform job-related functions with any necessary reasonable accommodations.
- o. In addition to the applicant review process described in 45 CFR 1302.90(b), with the exception of transportation services to children served under a home-based option, must ensure the applicant review process for drivers includes, at a minimum: 1) disclosure by the applicant of all moving traffic violations, regardless of penalty; 2) check of the applicant's driving record through the appropriate state agency, including a check of the applicant's record through the

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National Driver Register, if available; 3) A check that drivers qualify under the applicable driver training requirements in the state or tribal jurisdiction; and, 4) After a conditional employment offer to the applicant and before the applicant begins work as a driver, a medical examination, performed by a licensed doctor of medicine or osteopathy, establishing that the individual possesses the physical ability to perform any job-related functions with any necessary accommodations. Ensure any person employed as a driver receives training prior to transporting any enrolled child and receives refresher training each year. Training must include: 1) Classroom instruction and behind-the-wheel instruction sufficient to enable the driver to operate the vehicle in a safe and efficient manner, to safely run a fixed route, to administer basic first aid in case of injury, and to handle emergency situations, including vehicle evacuation, operate any special equipment, such as wheelchair lifts, assistance devices or special occupant restraints, conduct routine maintenance and safety checks of the vehicle, and maintain accurate records as necessary; and, 2) Instruction on the topics listed in § 1303.75 related to transportation services for children with disabilities.

- p. Ensure the annual evaluation of each driver of a vehicle used to provide such services includes an on-board observation of road performance.
- q. Train each bus monitor before the monitor begins work, on child boarding and exiting procedures, how to use child restraint systems, completing any required paperwork, how to respond to emergencies and emergency evacuation procedures, how to use special equipment, child pick-up and release procedures, how to conduct and pre- and post-trip vehicle checks. Bus monitors are also subject to staff safety training requirements in § 1302.47(b)(4) of this chapter including Cardio Pulmonary Resuscitation (CPR) and first aid.
- r. Consider safety of the children it transports when it plans fixed routes;
- s. Ensure: 1) The time a child is in transit to and from the program must not exceed one hour unless there is no shorter route available or any alternative shorter route is either unsafe or impractical; 2) Vehicles are not loaded beyond maximum passenger capacity at any time; 3) Drivers do not back up or make U-turns, except when necessary for safety reasons or because of physical barriers; 4) Stops are located to minimize traffic disruptions and to afford the driver a good field of view in front of and behind the vehicle; 5) When possible, stops are located to eliminate the need for children to cross the street or highway to board or leave the vehicle; 6) Either a bus monitor or another adult escorts children across the street to board or leave the vehicle if curbside pick-up or drop off is impossible; and, 7) Drivers use alternate routes in the case of hazardous conditions that could affect the safety of the children who are being transported, such as ice or water build up, natural gas line breaks, or emergency road closing;
- t. Ensure children who receive transportation services are taught safe riding practices, safety procedures for boarding and leaving the vehicle and for crossing the street to and from the vehicle at stops, recognition of the danger zones around the vehicle, and emergency evacuation procedures, including participating in an emergency evacuation drill conducted on the vehicle the child will be riding;
- u. Ensure at least two bus evacuation drills in addition to the one required under

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- paragraph (u) of this section are conducted during the program year.
- v. Ensure there are school buses or allowable alternate vehicles adapted or designed for transportation of children with disabilities available as necessary to transport such children enrolled in the program. This requirement does not apply to the transportation of children receiving home-based services unless school buses or allowable alternate vehicles are used to transport the other children served under the home-based option by the grantee. Whenever possible, children with disabilities must be transported in the same vehicles used to transport other children enrolled in the Head Start or Early Head Start program.
 - w. Ensure special transportation requirements in a child's IEP or IFSP are followed, including special pick-up and drop-off requirements, seating requirements, equipment needs, any assistance that may be required, and any necessary training for bus drivers and monitors.
3. Subrecipient assumes full responsibility and liability associated with the operation of these buses, while insuring it in accordance with the insurance requirements as outlined (in Article 20, Subaward Insurance Provisions)
 4. In accordance with state, local and County regulations and County policy, Subrecipient shall:
 - a. Ensure that bus operators possess and maintain an active Class B Virginia Commercial Driver's License (CDL) with School Bus (S) and Passenger (P) endorsements, which requires the bus operators undergo initial and random testing for substance abuse and conducting annual CDL checks on the bus operators. The bus operators must maintain a good driving record with no more than two (2) tickets within a twelve month period and no lapsed insurance payments. The subrecipient must not hire anyone with a suspended license.
 - b. Ensure that under no circumstances operators of the bus be under the influence of drugs or alcoholic beverages which may impair the ability to drive, and at no time should alcohol be consumed or transported in a County-owned vehicle. Make certain that under no circumstances employees operating buses smoke or vape. Ensure that the operator of the bus and all passengers in the vehicle utilize seat belts and/or restraint devices in all vehicles so equipped. Make certain that County-owned vehicles are not used to perform personal errands or to commute between home and work.
 - c. Within twenty-four (24) hours, report to Fairfax County's Risk Management and fully cooperate in all investigations of any accident involving a County-owned vehicle, including making the driver available for recorded interviews, depositions or court appearances.
 - d. Remove immediately any bus operators who do not comply with the above requirements or who fail any required test or license requirement, until such time as such requirement has been satisfied and/or resolved to the County's satisfaction.
 - e. Prohibit the application of advertising bumper stickers and decals of any kind to any part of County-owned vehicle, unless approved by the Fairfax County's Director of Vehicle Services.
 - f. Follow all County policies and procedures regarding vehicle use, maintenance,

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- repair, and fueling.
- g. Deliver buses to the Newington Maintenance Facility, 6900 Newington Road, Lorton, VA 22079 for preventive maintenance and inspections, as set forth by the Virginia Department of Education's preventive maintenance and inspection schedule for school buses located at the following website: http://www.doe.virginia.gov/support/transportation/school_buses/preventive_maintenance_manual.pdf and for other required repairs or checks. Subrecipient shall also deliver buses to designated commercial vendors only when determined necessary by Fairfax County Department of Vehicle Services (DVS), for repairs, warranty issues and recalls. Any maintenance or repair work of any nature that is performed at a non-County facility shall be directed by DVS. The County shall not be liable for any costs incurred by the subrecipient due to the operability of any such bus while it is being repaired or otherwise serviced by the County or its designated commercial vendors.
- h. Obtain fuel from designed County fueling sites (see Attachment A: Automated Fueling Sites for School Buses). Any fuel obtained from non-County sources will be at the Contractor's expense.
- i. Park the buses at 5920 Summers Lane, Falls Church, VA 22041.

3.20 At all Fairfax County locations, Subrecipient shall:

- A. Sign in and out as required at County sites, as well as obtain any necessary visitor documentation.
- B. Require all subrecipient staff visiting or on-site deployed at a County site to display picture identification in plain site clearly stating the staff person's name and the company name.
- C. In the case of on-site deployment of subrecipient staff in County managed facilities, the subrecipient shall inform its employees of requirements outlined in the site license agreement for use of County space covering permitted and prohibited activities.

ARTICLE 4 COUNTY RESPONSIBILITIES

4. The County will be responsible for the provision of the following:

4.1 Early Childhood Development and Health Services:

- A. Provide technical assistance for Subrecipient's educational staff and training when necessary;
- B. Provide special needs training and assistance with enrolling children with disabilities in the Center's program;

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- C. Ensure that Health Services Advisory Committee is established & implemented as required; and
- D. Train nutrition staff on the United States Department of Agriculture (USDA) guidelines and related performance standards and conducting nutrition assessments.

4.2 Family and Community Partnerships:

- A. Ensure Policy Council consists of parents and community representatives;
- B. Ensure policy groups work in partnerships with key management staff and Governing Body;
- C. Ensure the Policy Council involvement occurs in the preparation of all funding applications;
- D. Provide training and materials that support family involvement in programs; and
- E. Assist policy and parent groups in forming community partnerships that support program goals.

4.3 Program Management and Quality Improvement:

- A. Provide support for conducting self-assessments and ongoing monitoring which will include record reviews, classroom observations, and site visits;
- B. Provide strategies and tools to facilitate effective implementation of program plans; and
- C. Support the Center's existing regulations, such as USDA and the Virginia Department of Social Services, in accordance with state licensing.

4.4 Information Technology:

- A. The County will provide Infrastructure support for Internet Access. This will support up to sixty (60) network connections (PC's, Servers, and Printers).

4.5 Custodial Services/Facility Issues:

- A. The County will provide custodial services to Higher Horizons through a contract with a custodial services contractor and the County will pay all related charges within scope of the County custodial contract. The County, in consultation with Higher Horizons, reserves the right to amend and/or negotiate the contract for custodial services at Higher Horizons.

4.6 Bus Transportation:

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- A. The County will provide the four (4) buses listed below for the duration of the Subaward. The vehicles listed below are the sole property of the County and must be returned with reasonable wear and tear to the County upon termination of the Subaward.

Vehicle Descriptions					
Bus #	VIN #	VA Title #	Manufacture Date	Make/Model	Seating Capacity
6049	4DRBUC8N9KB631167	1303316465	2018	International CESB	53
6606	1GBJG31FX21204858	66400046	2002	Chevrolet	27
7344	4DRBUC8N4LB395688	1303340788	2020	IC Corp CESB	77
7345	4DRBUC8N6LB395689	1303340789	2020	IC Corp CESB	77

- B. The County, through NCS/OFC, will assume financial responsibility for vehicle maintenance, repairs, and fuel. NCS/OFC shall pay for the subrecipient's fuel costs up to 36,000 miles per year combined for all four vehicles. The fuel cost for any mileage over this amount may be at the subrecipient's expense.
- C. The County, through the Fairfax County Department of Vehicle Services, will assume responsibility for maintaining and repairing buses.

ARTICLE 5 TERM

- 5.1 Period of Agreement. This Subaward agreement is effective April 1, 2021 through March 31, 2023.

ARTICLE 6 USE OF FUNDS

- 6.1 The maximum amount of Federal funds available to the Subrecipient for this award is \$209,646. This amount is for the Federal award period of April 1, 2021 through March 31, 2023, but is designated specifically for funds spent from July 1, 2021 through March 31, 2023. The Subrecipient recognizes and agrees that it may not receive the full \$209,646 unless authorized by the Federal awarding agency. To the extent permitted by the Award and applicable law, the County agrees to pay Subrecipient in accordance with the budget below.
- 6.2 Budget Requirements:
- A. County agrees to pay per the budget approved by the County and as detailed in the below table. The total amount of payment for the Subrecipient's services will not exceed the total funding amount identified in the budget.

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Federal Program(s)	Funding Source	Funding Period	Funding Amount
Federal Head Start – CRRSA (C5)	Administrative Listing # (AL#) 93.600	4/1/21 thru 3/31/23	\$26,486
Federal Head Start – ARPA (C6)	AL # 93.600	4/1/21 thru 3/31/23	\$105,292
Total Federal Head Start Covid-19 Funding:			\$131,778
Federal Early Head Start – CRRSA (C5)	AL # 93.600	4/1/21 thru 3/31/23	\$15,650
Federal Head Start – ARPA (C6)	AL # 93.600	4/1/21 thru 3/31/23	\$62,218
Total Early Head Start Covid-19 Funding (48 Children)			\$77,868
Total Funding:			\$209,646

- B. A cost allocation plan must be submitted within 30 days of receipt of each Letter of Funding Guidance, which includes the operating budget for the funding source.
- C. The total amount of Federal funding allocated for the Subrecipient is subject to adjustment if additional funding is received from DHHS or if funding is reduced by DHHS. Upon 30 days' advance written notice, adjustments may be made by the County: if the period of operations is less than the period specified; if more than five percent of the designated
- D. slots remain unfilled; if the filled slots remain unattended for any one-month period; or if a substantial change is made in the scope of services which affect this agreement.
- E. The Subrecipient and the County will jointly review their budget and financial status during the annual mid- year review. Overall budget modifications may be discussed and agreed to at these reviews.
- F. Subrecipient may not spend more than sixty (60) percent of its operating budget for each funding source in the first six months of the funding period.
- G. Subrecipient 's actual costs may exceed budgeted costs in individual line items in its budget for each funding source provided that neither bottom line actual Personnel costs nor bottom line actual Operating costs exceed the budgeted amount for Personnel costs or Operating costs, respectively, for each funding source. If Subrecipient wishes to exceed these limits, Subrecipient must obtain prior written approval from the County to reprogram Personnel savings to Operating costs and vice versa. If subrecipient does not obtain prior written approval, the County reserves the right to deny reimbursement to subrecipient in the amount by which actual costs are in excess of the above-stated limits.

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- H. Subrecipient must obtain prior written approval from the County for the purchase of any single non-budgeted item with a value of more than \$5,000 and a useful life of more than one year. Any such purchase that is made without prior written approval will be at Subrecipient 's expense.
- I. Subrecipient shall provide a detailed accounting of all development and administrative or program costs, including in-kind administrative costs, on its monthly invoices and in-kind reports. For dual benefit costs, i.e., costs that relate to both administrative functions and service areas, Subrecipient must demonstrate the methodology for how costs were allocated between administrative and program costs. See 45 CFR 1303.5(a)(2).

- 6.3 The Subrecipient must obtain prior written approval from the County for any proposed modifications to the Annual Program Budget.
- 6.4 As the Subrecipient staff are not bonafide County employees, the Subrecipient is solely responsible for all payroll withholdings and deductions.

**ARTICLE 7
LOWER TIER FEDERAL SUBAWARDS**

- 7.1 Subrecipient may not issue any lower tier Federal Subawards under this Subaward.

**ARTICLE 8
SPECIAL CONDITIONS**

- 8.1 The Subrecipient must adhere to the requirements as detailed in Attachment B: Special Conditions.

**ARTICLE 9
AUTHORITY**

- 9.1 The obligation of the County to pay compensation due the Subrecipient under this Agreement, or any other payment obligations under any Subawards awarded pursuant to this Agreement is subject to appropriations by the County's Board of Supervisors to satisfy payment of such obligations.
- 9.2 If such an appropriation is not made for any fiscal year, by either the Federal awarding agency or the County, the Subaward will terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Subaward beyond the amount appropriated for payment obligations under the Subaward.
- 9.3 The County will provide the Subrecipient with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors or the County receives notice from the Federal awarding agency. The County's failure to provide such notice will not extend the Subaward into a fiscal year in which sufficient funds have not been appropriated.

ARTICLE 10

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REPORTING REQUIREMENTS

- 10.1 Subrecipient must submit to the County all reports (quarterly program, development, financial, administrative costs, non-federal share/in-kind, and monthly billings) by the 15th day of each month or as otherwise identified in writing (Letter of Funding Guidance).
- 10.2 By September 30 of each program year, the Subrecipient must furnish to the County a memorandum for the record identifying the number of children in the program (i) who are funded by DHHS and (ii) who are funded by Fairfax County.
- 10.3 Within 30 days of the end of each program year, the Subrecipient will furnish the County with two copies of a final written report, which will include a total resume of the information included in the monthly reports and will be responsive to any reasonable questions or requests for information required by the County.
- 10.4 The Subrecipient will prepare a periodic (at least quarterly) financial reporting package for the Higher Horizons Board. The financial reporting package should include a statement of revenue and expenditures and all other federally required reporting requirements. A copy of the financial reporting package and notes from the Quarterly Meeting with the Subrecipient's Board Finance Committee must be available upon request by the County.
- 10.5 Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, Subrecipient must inform the County as soon as the following types of conditions become known: 1) problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; 2) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- 10.6 The County may make site visits as warranted by program needs.
- 10.7 Audited Financial Statements: The Subrecipient will submit the following to the County within 30 days after receipt of the auditor's report or six months after the end of the audit period, whichever comes first:
 - A. Annual Audited Financial Statements and related footnotes and supplemental schedules, to include your Balance Sheet/Statement of Financial Position, Income Statement/Statement of Activities, Statement of Cash Flows, and Independent Auditor's Report/Opinion Letter; unless required to submit the single audit report(s) package on-line to the Federal Audit Clearinghouse;
 - B. Independent Auditor's issuance of any Management Letter Comments (MLC), or a statement that no MLC letter was issued;
 - C. Corrective Action Plans for all audit findings and status of all prior year audit findings;

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- D. Management's Discussion and Analysis (MD&A), if applicable, or a statement that no MD&A was prepared and presented in the financial statements.
- 10.8 Subrecipient shall provide the County a copy of its annual audited financial statements within 30 days of receipt of the report from the subrecipient's independent auditor. The Subrecipient shall also provide the County with verification of the audit's submission to the Federal Audit Clearinghouse.
- 10.9 Within ten (10) business days of issuance, the Subrecipient must submit to the County any audits, compliance or operational reviews by any other government entities as it relates to this specific program or the Subrecipient's overall operations.
- 10.10 Within ten (10) business days of occurrence, the Subrecipient must notify the County of any financial difficulties or internal control issues that are found that could impair the continuing operability of County funded programs, as they may occur.
- 10.11 Within ten (10) business days, the Subrecipient must report to the County organizational changes to include changes in address (headquarters or program site), financial solvency and key personnel in management or personnel providing services under this subaward (vacancies/new hires).
- 10.12 Federal IRS Form-990, 1120, 1065, or other applicable Income Tax return filing as applicable, with all supporting schedules and attachments; including any M-1 adjustment information needed to reconcile Financial Statements to the Tax Returns filed in accordance with federal filing requirements. The Subrecipient must provide the County a copy of the aforementioned tax documentation, as well as verification of its submission to the IRS, within 30 days of the submission to the IRS.

ARTICLE 11 MONITORING

- 11.1 In accordance with 45 CFR § 75.352 (b), each Subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the Subaward for purposes of determining the appropriate subrecipient monitoring will be determined through the completion of a Risk Assessment administered by the County.
- 11.2 The result of the Risk Assessment will determine the level of subrecipient monitoring required which may include, but not be limited to, the following to ensure that this agreement is performed in accordance with its provisions:
- A. Review of financial and programmatic reports;
 - B. Review of performance and internal controls;
 - C. Analysis of required reports and invoices;
 - D. Review of subrecipient's policies and procedures;
 - E. Review of subrecipient's Governing Board documents;
 - F. Review of subrecipient's Management Letter;
 - G. On-site reviews and/or desk reviews;

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- H. Review of audit reports and results of federal agency monitoring, and
 - I. Other mechanisms deemed appropriate by the County.
- 11.3 The Subrecipient agrees to cooperate in the evaluation of the program with the County and with any other organization or individual engaged by the County for this purpose, subject to prior written notification to the Subrecipient.
- 11.4 The County Head Start Administrator shall have the ultimate responsibility of monitoring the Subrecipient 's performance under this agreement, but may delegate this responsibility to other County staff.
- 11.5 The County Head Start Administrator and staff of the County will be available for consultation with the Subrecipient on any aspect of the program. Programmatic issues as well as non- compliance issues concerning legal, contractual, or fiscal matters will be directed to the Subrecipient's Board of Directors. Day-to-day concerns resulting from the County's monitoring of program performance, as set forth in the approved grant application to DHHS will be directed to the Subrecipient 's Head Start Director.
- 11.6 The Subrecipient must follow-up and take appropriate corrective action on all deficiencies pertaining to the subaward, as detected through audits, monitoring activities or through other means. Appropriate correction action must be done promptly. The County will monitor to ensure that corrective action taken by the Subrecipient brings the program into compliance with the terms of the agreement.
- 11.7 The Subrecipient must furnish to the County, upon request, information regarding payments claimed for services under this Subaward. All accounting records must be supported by source documentation and retained in order to show for what purposes funds were spent. All such records, including financial statements, shall be made available and produced for inspection when required by the County, its authorized agents, and/or state or federal personnel.

ARTICLE 12
INVOICING AND PAYMENT PROCEDURE

- 12.1 In accordance with 45 CFR §75.305, the Subrecipient shall be paid on a reimbursement basis. As such, the Subrecipient must submit monthly invoices of allowable expenditures to the BILL TO address shown on the Purchase Order (If applicable). The County must receive the monthly invoice within fifteen (15) calendar days following the month in which the Subrecipient provided the services. The invoice shall contain the applicable Purchase Order number and the name of the department receiving the services. The itemized monthly invoice (or as agreed to between the parties) must include the information listed below:
- A. Subrecipient Name;
 - B. Federal Award Identification Number (FAIN);
 - C. Dates of services;
 - D. Type of services;

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- E. The itemized cost for each item/service reflective of actual hours worked;
- F. Comparison of cumulative expenditures with budget amounts;
- G. The County's Purchase Order number; and
- H. A certification to assure the expenditures are proper and in accordance with the terms and conditions of the Subaward and approved project budgets, signed by an official who is authorized to legally bind the Subrecipient, and which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

- 12.2 NCS/OFC, at its discretion, may make payment in the form of a three month advance to the Subrecipient based on the annual amount of federal and local funding. Advance payments are recuperated as a reduction to the Subrecipient's reimbursement request in the last four months of the program year.
- 12.3 A final statement of cumulative costs incurred marked “FINAL” must be submitted to the County, thirty (30) calendar days after the end of the Period of Agreement. The final statement of costs shall constitute the Subrecipient's final financial report and must include the certification as specified in Article 12.1.H.
- 12.4 All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 12.5 The County reserves the right to withhold payment of an invoice, in accordance with 45CFR § 75.305(b)(6).

ARTICLE 13 POST AWARD REQUIREMENTS AND COST PRINCIPLES

- 13.1 The Subrecipient must adhere to the cost principles established in Subpart E of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200, *et seq.*), as adopted by the U.S. Department of Health and Human Services at 45 CFR § 75 *et seq.*
 - A. In accordance with 45 CFR § 75.410, payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or the County, either as direct or indirect costs, must be refunded (including interest) to the County in accordance with instructions from the County that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements of this part,

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45 CFR § 75.300 Statutory and national policy requirements through 75.309 Period of performance and availability of funds.

- B. In accordance with 45 CFR § 75.302(b)(7), the Subrecipient must have written procedures for determining the allowability of costs in accordance with Subpart E and the terms and conditions of this subaward.
 - C. The Subrecipient shall comply with compensation-personal services as required by 45 CFR § 75.430. Charges to Federal Awards for salaries and wages must be based on records that accurately reflect the work performed. See 45 CFR § 75.430 (ii)(1)(i) – (viii)
- 13.2 The Subrecipient must adhere to the Procurement Standards established in Subpart D—Post Federal Award Requirements of this part, 45 CFR § 75.327 General Procurement Standards through 75.335 Contract Provisions.
- A. In the acquisition of supplies and/or services utilizing funds from this Subaward, the Subrecipient must use the methods of procurement established in 45 CFR § 75.329.
 - B. Contain the applicable contract provisions in Appendix II to 45 CFR Part 75—Contract Provisions for non-Federal Entity Contracts Under Federal Awards in all its contracts.
- 13.3 In accordance with 45 CFR § 75.303, the Subrecipient must establish and maintain effective internal control over the Subaward that provides reasonable assurance that the Subrecipient is managing the Subaward in compliance with federal statutes, regulations, and the terms and conditions of the Subaward.
- 13.4 In accordance with 45 CFR § 75.113, the Subrecipient must disclose, in a timely manner, in writing all violations of Federal criminal law upon discovery of illegal activities including, but not limited to, employee embezzlement, theft of program assets, bribery, gratuities, or fraud potentially affecting the Federal Award. The Subrecipient must immediately report the activity to policing authorities for investigation and, in writing, to the County.

ARTICLE 14 NONCOMPLIANCE AND TERMINATION

14.1 REMEDIES FOR NONCOMPLIANCE:

- A. In accordance with 45 CFR § 75.371 and 45 CFR § 1303.32 if the Subrecipient serving as a delegate agency (as defined in section 637(3) of the Act) fails to comply with Federal statutes, regulations or the terms and conditions of the Subaward, the County may impose additional conditions as set forth in 45 CFR § 75.371. If the County determines that the Subrecipient's noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate:
 - 1. Temporarily withhold cash payments pending correction of the deficiency.

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2. Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Subaward.
4. Initiate suspension or debarment proceedings be initiated by a HHS awarding agency as authorized under 2 CFR part 180 and 376. (45 CFR § 75.317(d))
5. Withhold further federal subawards for the project or program.
6. Take other remedies that may be legally available.

14.2 TERMINATION:

A. The Subaward may be terminated in whole or in part as follows:

1. By the County if the Subrecipient fails to comply with the terms and conditions of the Subaward;
2. The County if the County shows cause why termination is appropriate or demonstrates cost effectiveness, as authorized under 45 CFR § 1303.33.
3. By the County for cause as authorized under 45 CFR Part 75.372;
4. By the County upon termination of the Federal award by the Federal awarding agency.
5. By the County with the consent of the Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
6. By the Subrecipient upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety.

B. If the Subaward is terminated or partially terminated, the Subrecipient remains responsible for compliance with the requirements in 45 CFR § 75.381 (Closeout) and 45 CFR § 75.386 (Post-closeout adjustments and continuing responsibilities).

14.3 NOTIFICATION OF TERMINATION:

A. In the event of a termination by the County, the County must provide the Subrecipient a notice of termination.

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- B. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Federal award, the notice of termination must state that: 1) termination decision in accordance with the Head Start and Early Head Start program and all applicable law.
- 14.4 OPPORTUNITIES TO OBJECT, HEARINGS, AND APPEALS: In accordance with 45 CFR § 75.374, the County must comply with any requirements for hearings, appeals, administrative proceedings, to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- 14.5 EFFECTS OF SUSPENSION AND TERMINATION: In accordance with 45 CFR §75.375, costs to the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of a subaward are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:
- A. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
 - B. The costs would be allowable if the subaward was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE 15
SUBAWARD CLOSE OUT & POST CLOSE OUT ADJUSTMENTS

- 15.1 As outlined in 45 CFR § 75.386, the closeout of the Subaward does not affect any of the following:
- A. The rights of the County to disallow costs and recover funds because of a later audit or other review. Any disallowance determinations and notifications made by the County must be made within the record retention period.
 - B. The obligation of the Subrecipient to return any funds as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - C. Audit requirements in Subpart F—Audit Requirements.
 - D. Property management and disposition requirements in 45 CFR § 75.317 through 75.323
 - E. Records retention as required in 45 CFR § 75.361 through 75.365
- 15.2 After closeout of the Subaward, a relationship created under the Subaward may be modified or ended in whole or in part with the consent of the County and the Subrecipient, provided the responsibilities of the Subrecipient referred to in paragraph (15.1) of this section, including those for property management as applicable, are considered and provisions made for continuing

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responsibilities of the Subrecipient, as appropriate.

ARTICLE 16
RECORD RETENTION, ACCESS, AND AUDIT

16.1 In accordance with 45 CFR § 75.361, the Subrecipient will adhere to the following retention requirements for records:

A. Financial records, supporting documents, statistical records, and all other Subrecipient entity records pertinent to the Subaward must be retained for a period of three (3) years from the date of submission of the final expenditure report or three (3) years from the date of the annual financial report for federal awards renewed quarterly/annually. The only exceptions are the following:

1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
2. When the Subrecipient is notified in writing by the County, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period;
3. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition;
4. If records are transferred to or maintained by the County, the three (3) years retention requirement is not applicable to the Subrecipient;
5. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the Subrecipient fiscal year in which the program income is earned.

16.2 The Subrecipient will provide the County, its authorized agents, and/or state or federal personnel access to the Subrecipient's records and financial statements as necessary for the County to meet the requirements of 45 CFR § 75.352(a)(5) or under the following conditions:

- A. If the Subaward is terminated for any reason in accordance with the provisions of these Subaward documents in order to arrive at equitable termination costs;
- B. In the event of a disagreement between the Subrecipient and the County on the amount due the Subrecipient under the terms of this agreement;
- C. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Subrecipient's efficiency or effectiveness under this Subaward;

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- D. If it becomes necessary to determine the County's rights and the Subrecipient's obligations under the Subaward or to ascertain facts relative to any claim against the Subrecipient that may result in a charge against the County;
- E. If at any time during the course of the Subaward there are indications that the financial solvency of the Subrecipient may affect its ability to complete the terms of this agreement.

These provisions for an audit shall give the County access during normal working hours to the Subrecipient's records under the conditions stated above.

- 16.3 The Subrecipient further agrees to comply with the audit and reporting requirements defined by Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, as applicable. A Subrecipient who expends \$750,000 or more in combined federal funding during the Subrecipient's fiscal year is required at its expense to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse within the earliest of 30 calendar days after receipt of the auditor's report(s) by the Subrecipient, or nine months after the end of the audit period (<https://harvester.census.gov/facweb/>).
- 16.4 The Subrecipient who expends less than \$750,000 in combined federal funding during the Subrecipient's fiscal year is required at its expense to have an independent audit of its financial statements performed annually in accordance with the provision of these parts. In accordance with 45 CFR § 75.425, federal funds are not to be used for Subrecipients exempt from the Single Audit Act or Subpart F unless included in the indirect cost pool for a cost allocation plan or indirect cost proposal. The Subrecipient will provide the annual audit report including the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements, within six months after the end of the Subrecipient's fiscal year.
- 16.5 In accordance with 45 CFR § 75.521(c), the County is responsible for issuing a management decision for audit findings that relate to the Subaward within six months of acceptance of the audit report by the Federal Audit Clearinghouse. The Subrecipient must initiate and proceed with corrective action as rapidly as possible and corrective action should begin no later than upon receipt of the Subrecipient's audit report.

ARTICLE 17 REQUIRED CERTIFICATIONS

- 17.1 Required Certifications include:
 - A. Certification of cost allocation plan or indirect (F&A) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with 45 CFR § 75.415 (b)(1)-(b)(2).
 - B. In accordance with 45 CFR § 75.415(c), certifications by non-profit organizations as appropriate that they do not meet the definition of a major nonprofit organization as defined in 45 CFR § 75.414(a) Required Certifications.

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- C. Debarment and Suspension. The Subrecipient certifies, by execution of Attachment C, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR Parts 180 and 376, Debarment and Suspension.
- D. Byrd Anti-Lobbying Certification. Pursuant to 31 U.S.C. 1352 et seq., the Subrecipient certifies by execution of Attachment D that it adheres to the federal restrictions on lobbying using federal funds.
- E. Conflict of Interest. Pursuant to 2 CFR § 200.112, the Subrecipient must disclose in writing any conflict of interest to the County in accordance with applicable Federal awarding agency policy.
- F. Financial Solvency for Non-Profit Organizations: The subrecipient certifies, by execution of Attachment E, that the applicant's organization is financially solvent and will remain so during the subaward period of agreement.

ARTICLE 18 INDEMNIFICATION

- 18.1 The Subrecipient shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of Subrecipient or Subrecipient's officers, employees, agents, guests, patrons, licensees, invitees or subcontractors in connection with or related to their operations, activities, occupancy or use of the facilities or property of the County in connection with the performance of this Subaward. The Subrecipient shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the contractor shall, at their own expense, satisfy and discharge the same. The Subrecipient expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

ARTICLE 19 REPRESENTATIONS AND WARRANTIES

- 19.1 Organization and Good Standing. The Subrecipient is a not-for-profit corporation duly formed, validly existing, and in good standing under the laws of the Commonwealth of Virginia.
- 19.2 Authorization and Binding Effect of Documents. The Subrecipient has all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement by the Subrecipient has been duly authorized by all necessary organizational action.

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ARTICLE 20 SUBAWARD INSURANCE PROVISIONS

- 20.1 The Subrecipient shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Subrecipient assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.
- 20.2 The Subrecipient shall, during the continuance of all work under the Agreement provide the following:
- a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Subrecipient from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. The Subrecipient agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 in aggregate, to protect the Subrecipient, its sub-Contractors, and the interest of the County, its officers, employees and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.
 - c. Subrecipient agrees to maintain Professional Liability Insurance or Errors and Omissions Liability covering wrongful acts, errors and/or omissions in the amount of \$1,000,000 per claim to cover each individual professional staff.
 - d. Cyber Liability Insurance, in an amount not less than \$5,000,000 per claim and annual aggregate, coverage for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.
 - e. If the Agreement provides any services to minors, the either the General Liability or the Professional Liability policy shall include an endorsement for Sexual/Physical Abuse and Molestation Coverage with limits at least equal to the minimum requirements of the said policy
 - f. The Agreement agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,500,000 per occurrence/aggregate or \$5,000,000 per occurrence/aggregate for vehicles designed to transport 16 or more passengers (including the driver), including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Subrecipient. Minimum levels of financial responsibility are determined by highest seating capacity of a vehicle within a fleet operated by Contractor.

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- g. All mobile equipment used by the Subrecipient in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- h. Fidelity Bond or Commercial Crime Insurance in an amount equal to at least twenty- five percent (25%) of the amount of the funds handled or managed annually by the Subrecipient, or, if no funds were handled during the preceding year, least twenty-five percent (25%) of the amount of funds reasonably estimated to be handled during the current calendar year. In no event will the fidelity bond be less than \$500,000. The bond shall be in favor of the County insure to the benefit of any person damaged by any fraudulent act or conduct of the Subrecipient and must be conditioned upon faithful accounting and application of all money coming into the Contractors possession in connection with their activities as an administrator
- i. If the Subrecipient provides services under this agreement in County owned or leased property or uses County vehicles or equipment, then the Contractor shall execute a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this agreement which may impose additional insurance requirements to include but not limited to the property insurance on all equipment, to include County owned installed and maintained equipment and vehicles used by the Contractor while in their care, custody and control for use under this contract.
- j. If the liability insurance purchased by the Subrecipient has been issued on a "claims made" basis, the Subrecipient must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Subrecipient must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- k. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- l. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- m. After a period of five-years from Agreement Date or upon any changes if the Virginia Financial Responsibility Law or insurance provision of the Federal Motor Carrier Safety Act, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at

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- the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- n. The Subrecipient agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Subrecipient's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VII or better.
 - o. The Subrecipient will ensure their insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by Subrecipient for the County. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
 - p. The Subrecipient will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
 - q. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 day written notice to the County. The Subrecipient shall furnish a new certificate prior to any change or cancellation date. The failure of the Subrecipient to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - r. The Subrecipient will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Subrecipient's insurance agent or representative.
 - s. The Subrecipient will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand. Compliance by the Subrecipient and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Subrecipient and all subcontractors of their liabilities provisions of the contract.
 - t. Insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Subrecipient shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

ARTICLE 21 MISCELLANEOUS

- 21.1 Compliance with Federal, State, and County Laws. The Subrecipient must comply with all applicable federal and state laws, and with all County ordinances and requirements.

Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

- 21.2 Amendments. Except as otherwise provided in this Agreement, any and all amendments, additions or deletions to this Agreement are null and void unless approved by the Parties in writing.
- 21.3 Conditional Funding Notification. The Parties agree that this Subaward supercedes any terms or conditions included in the Conditional Funding Notification provided by the County to its subrecipient.
- 21.4 Non-Discrimination. During the performance of this Subaward, the Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.
- 21.5 Drug Free Workplace. During the performance of this Subaward, the Subrecipient agrees to provide a drug-free workplace for the Subrecipient's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended and 2 CFR Part 182.
- 21.6 Americans with Disabilities Act Requirements. The County is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. The County's Subrecipients, lower tier Subrecipients, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County Subaward or contractual agreement must make the same commitment. Acceptance of this Subaward by the Subrecipient acknowledges the Subrecipient's commitment and compliance with ADA.
- 21.7 Venue. This Subaward and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this Subaward or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.
- 21.8 Immigration Reform and Control Act. Subrecipient agrees that it does not, and shall not, during the performance of the Subaward for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 21.9 Freedom of Information Act. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under the Subrecipient's control except as required under 45 CFR § 75.322 (e) (Intangible property). Unless required by Federal, state, or local statute, the

Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

Subrecipient is not required to permit public access to its records. The Subrecipient's records provided to a Federal agency and the County generally will be subject to FOIA and applicable exemptions.

- 21.10 Protected Personally Identifiable Information (PII). Pursuant to 45 CFR § 75.303 (e), the Subrecipient must take reasonable measures to safeguard protected PII and other information the County designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- 21.11 Payment Card Industry Data Security Standards ("PCI-DSS"). If during the course of normal business operations the Subrecipient accepts electronic payments by payment card, including but not limited to debit cards and/or credit cards branded by VISA, MasterCard, Discover and/or American Express, then the Subrecipient shall at all times be responsible for and required to:
- A. Ensure that all systems and technology adhere to the current PCI-DSS as required by the merchant service provider utilized by the Subrecipient; and
 - B. Provide upon request to the County evidence of PCI-DSS adherence for the Subrecipient's current evaluation period.

If after receiving the subaward, the Subrecipient begins accepting electronic payments by payment card, the above becomes enforceable immediately without notification required by either party, nor addendum to this agreement.

- 21.12 One Fairfax. One Fairfax is a social and racial equity policy that was adopted by the Board of Supervisors on November 21, 2017. The policy commits both the Board of Supervisors and the Fairfax County School Board to intentionally consider equity in decision-making and in the development and delivery of future policies, programs and services. It's a declaration that all residents deserve an equitable opportunity to succeed if they work hard – regardless of their race, color, sex, nationality, sexual orientation, income or where they live. Subrecipients must adhere to this policy and provide supporting documentation upon request. The One Fairfax policy can be read in its entirety at:
<https://www.fairfaxcounty.gov/topics/sites/topics/files/assets/documents/pdf/one-fairfax-policy.pdf>.
- 21.13 County Owned or Leased Property. If the Subrecipient provides services under this agreement in county owned or leased property, then the Subrecipient shall execute a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this agreement.
- 21.14 Registration in System for Award Management (SAM). If registered in SAM, the subrecipient must maintain an active SAM registration with current information at all times. Additionally, the subrecipient must perform due diligence in renewing and updating a SAM registration timely. Failure to do this may result in termination of the subaward.

ARTICLE 22

Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

COUNTY CONTACT

22.1 Any questions pertaining to this Subaward Agreement shall be directed to:

Doug Kissick, CPPB, Contract Analyst
Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-7811
E-mail: Douglas.Kissick@fairfaxcounty.gov

ACCEPTED BY:

Higher Horizons Day Care Center

Fairfax County Government

DocuSigned by:
Mary Ann Cornish
Signature: _____
11028E7FF4BB410...

DocuSigned by:
Cathy A. Muse
Signature: _____
0EEA0FD0E6634D3...

Name: Mary Ann Cornish

Name: Cathy A. Muse

Title: Executive Director

Title: Director/County Purchasing Agent

Date: 2021 June 21 | 13:24:55 PDT

Date: 2021 June 25 | 07:56:54 EDT

Subrecipient Name: Higher Horizons Day Care Center
 Subaward Title: Head Start COVID-19
 Subaward Number: 4400010535
 Assistance Listing Number: 93.600

Attachment A: Automated Fueling Sites for School Buses

Site No.	Site Name	Address	Gas	Diesel	Hours/Day
40	Jermantown Maintenance Facility	3609 Jermantown Road, Fairfax, VA 22030	Yes	Yes	*
41	Newington Maintenance Facility	6900 Newington Road, Lorton, VA 22079	Yes	Yes	*
42	West Ox Maintenance Facility	4620 West Ox Road, Fairfax, VA 22030	Yes	Yes	*
43	Alban Maintenance Facility	7245 Fullerton Road, Springfield, VA 22150	Yes	Yes	*
44	Woodson Support Center	9517 Main Street, Fairfax, VA 22030	Yes	Yes	24/7
45	Mt. Vernon Governmental Center	2511 Parkers Lane, Alexandria, VA 22121	Yes	Yes	24/7
46	Fair Oaks Governmental Center	12300 Lee-Jackson Hwy, Fairfax, VA 22030	Yes	Yes	24/7
47	West Springfield High School	6100 Rolling Road, Springfield, VA 22152	No	Yes	24/7
48	1-66 Transfer Station	4618 West Ox Road, Fairfax, VA 22030	No	Yes	24/7
49	Line Maintenance Property Yard	6000 Fred's Oak Road, Burke, VA 22015	Yes	Yes	24/7
50	North County Governmental Center	12000 Bowmantown Drive, Reston, VA 20190	Yes	Yes	24/7
51	McLean Governmental Center	1437 Ball's Hill Road, McLean, VA 22101	Yes	Yes	24/7
56	Lorton Fire Station No. 19	7701 Armistead Road, Lorton, VA 22079	Yes	Yes	24/7
57	Herndon Intermediate School	901 Locust Street, Herndon, VA 22070	No	Yes	24/7
59	Sideburn Support Center	5024 Sideburn Road, Fairfax, VA 22032	Yes	No	24/7
60	Fairfax County Government Center	12000 Government Center Pkwy, Fairfax, VA 22035	Yes	No	24/7
61	Jefferson High School	6560 Braddock Road, Alexandria, VA 22312	No	Yes	24/7
62	Marshall High School	7731 Leesburg Pike, Falls Church, VA 22043	No	Yes	24/7

Subrecipient Name: Higher Horizons Day Care Center
 Subaward Title: Head Start COVID-19
 Subaward Number: 4400010535
 Assistance Listing Number: 93.600

Attachment A: Automated Fueling Sites for School Buses

Site No.	Site Name	Address	Gas	Diesel	Hours/Day
64	Stonecroft Transportation Center	4641 Stonecroft Blvd., Chantilly, VA 20151	No	Yes	**
82	Station 32 Fair View Fire	5600 Burke Center Parkway, VA 22039	No	Yes	24/7
85	Frying Pan Fire Station 36	2660 West Ox Rd., Herndon, VA 22071	No	Yes	24/7
86	1-95 Landfill & Sludge Site	9850 Furnace Road, Lorton, VA 22079	Yes	Yes	24/7
91	Pohick Fire Station No. 35	7801 Maritime Ln., Springfield, VA 22153	No	Yes	24/7
94	Franconia Fire Station 5	6300 Beulah Rd., Franconia, VA 22310	No	Yes	24/7
96	West Centreville Fire Station 38	6001 Oday Dr., Centreville, VA 20120	Yes	Yes	24/7
* Monday to Friday - 5:30 am to 10:30 pm					
** Monday to Friday - 8 am to 4:30 pm					

Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

Attachment B: Special Conditions

1. The Subrecipient, under this Federal Subaward, must comply with the following regulations, as applicable. The full text of Code of Federal Regulations (CFR) references may be found at: <http://www.ecfr.gov/>.
 - A. 2 CFR Part 25, "Universal Identifier and Central Contractor Registration";
 - B. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information";
 - C. 2 CFR Part 175, "Award Term for Trafficking in Persons";
 - D. 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)";
 - E. 2 CFR Part 182, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)";
 - F. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; OMB 2 CFR Part 2900 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
 - G. 7 CFR Part 3015.175(b), "Copyrights";
 - H. Executive Order 13224, as amended, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism";
 - I. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving";
 - J. 15 U.S.C. 205a et seq., "The Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act";
 - K. 49 U.S.C. 40118 et seq., "Fly America Act";
 - L. 8 U.S.C. 1324a, "Immigration and Nationality Act";
 - M. 41 U.S.C. 22, "Interest of Members of Congress";
 - N. 40 U.S.C. 3141-3144, and 3146-3148), "the Davis-Bacon Act"; and,
 - O. P.L. 109-282, "Federal Financial Accountability and Transparency Act of 2006" and P.L. 113-101, "Digital Accountability and Transparency Act of 2014";
 - P. Other laws, regulations, Executive Orders, and other applicable requirements, which are hereby incorporated into this Federal award.
2. The Subrecipient must also comply with the following special conditions specific to this Federal Subaward:
 - A. Any applicable Appropriations Act;
 - B. Drug-Free Workplace Act of 1988 (41 U.S.C. §8101-8106);
 - C. Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104);
 - D. 42 U.S.C. et seq., "Age Discrimination Act of 1975";
 - E. P.L. 88-352, Title VI of "Civil Rights Act of 1964" and "Limited English Proficiency";
 - F. Title 21 of the United States Code, "Controlled Substances Act";
 - G. Title IX, "Education Amendments of 1972";
 - H. P.L. 76-252, "Hatch Act of 1939";
 - I. P.L. 107-188, "Public Health Security and Bioterrorism Preparedness and Response Act of 2002";

Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
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Attachment B: Special Conditions

- J. 2 CFR Part 170, Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements; Pro-Children Act of 2001, 20 U.S.C. §§ 7181 through 7184;
 - K. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794(a));
 - L. 2 CFR§ 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS);
 - M. 45 CFR Part 80, Nondiscrimination under programs receiving federal assistance through the Department of Health and Human Services-Effectuation of Title VI and VII of the Civil Rights Act of 1964;
 - N. P.L. 91-646, “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970”;
 - O. 45 CFR Part 87, Equal Treatment for Faith-Based Organizations;
 - P. 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;
 - Q. 2 CFR 200.216, “Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment”;45 CFR Chapter XIII, Parts 1301 to 1305.
3. The Subrecipient must also comply with the following special conditions specific to this Federal Subaward as it pertains to funding from the American Rescue Plan Act: This action awards one-time supplemental funds authorized under the American Rescue Plan Act 2021, P.L. 117-2 for the provision of approved services defined under the Head Start Act, to include activities outlined in Program Instruction ACF-PI-HS-21-03 to further support in-person services. The amount of this award is identified in Field 34 of this Notice of Award and charged to Account Number 1200, which includes the suffix “C6.” All funds for expenditures under this C6 subaward must be disbursed from the corresponding account in the Payment Management System. This action approves the purchase of equipment identified on the ‘Equipment’ object class category, if applicable. This action approves a non-federal match waiver for the federal funds awarded, if applicable.

The Subrecipient must also comply with the following special conditions specific to this Federal Subaward as it pertains to funding from the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act: This action awards one-time funds under Common Accounting Number (CAN) 1100 for activities pertaining to the prevention, preparation, and/or response to the coronavirus disease (COVID-19). COVID-19 funds can be used for costs incurred from December 27, 2020 in response to the public health emergency. If applicable, this action approves the purchase of equipment identified on the ‘Equipment’ object class category. If applicable, this action approves a non-federal match waiver for the federal funds awarded.


Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

Attachment C: Debarment and Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Subrecipient entering into this Subaward.

1. The Subrecipient certifies, to the best of its knowledge and belief:
 - a. that neither the Subrecipient nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Subawards from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration;
 - b. that neither the Subrecipient nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. that neither the Subrecipient nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. that neither the Subrecipient nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Subrecipient shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Subaward, the Subrecipient learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Subrecipient rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Subaward for default.

Printed Name of Representative: Mary Ann Cornish

Signature/Date:  / 2021 June 21 | 13:24:55 PDT
11028E7FF4BB419...

Company Name: Higher Horizons

Address: 5920-B Summers Lane

City/State/Zip: Falls Church, VA 22041

DUNS No: 17-590-8870

Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

Attachment E: Financial Solvency for Non-Profit Organizations

31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

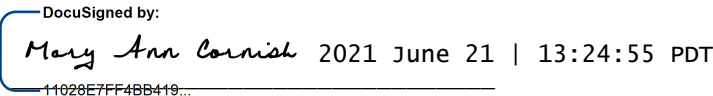
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The SUBRECIPIENT, Higher Horizons, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of Representative: Mary Ann Cornish

Signature/Date:  11028E7FF4BB419...

Company Name: Higher Horizons

Address: 5920-B Summers Lane

City/State/Zip: Falls Church, VA 22041

DUNS No: 17-590-8870


Subrecipient Name: Higher Horizons Day Care Center
Subaward Title: Head Start COVID-19
Subaward Number: 4400010535
Assistance Listing Number: 93.600

Attachment E: Financial Solvency for Non-Profit Organizations

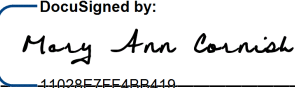
In compliance with Fairfax County contracting protocols, the following certification is required by all offerors submitting a proposal, and all individuals and organizations awarded a subaward:

1. The Board Chair certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any subaward awarded. The Board Chair will notify the county representative in writing of substantial solvency issues such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of grant funds for non-grant purposes.
2. The Executive Director certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any subaward awarded. The Executive Director will notify the county representative in writing within 10 days of substantial solvency issues as outlined in #1 above.
3. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/subrecipient rendered an erroneous certification, or if at any time during the course of the subaward there are indications that the financial solvency of the subrecipient affects its ability to complete the terms of the subaward, in addition to other remedies available to Fairfax County, the county may terminate the subaward for default.

Printed Name of Board Chair: Tyrone Bradley

Signature/Date:  / 2021 June 23 | 20:50:06 EDT
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Printed Name of Executive Director: Mary Ann Cornish

Signature/Date:  / 2021 June 21 | 13:24:55 PDT
11028E7FF4BB419...

Company Name: Higher Horizons

Address: 5920-B Summers Lane

City/State/Zip: Falls Church, VA 22041

DUNS No: 17-590-8870