

**Broward County School Readiness Coalition, Inc.
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Broward County School Readiness Coalition, Inc., hereinafter referred to as the "Coalition," and The School Board of Broward County, Florida hereinafter referred to as the " Provider."

I. THE PROVIDER AGREES:

A. Attachment I

To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the Coalition's contract manager prior to payment. To comply with the criteria and the final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with section 112.061, F.S. The Coalition may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the Provider in conjunction with this contract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida and rules, policies and procedures adopted by the Coalition. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

a. That if this contract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. That if this contract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Coalition.

c. That no federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment IV. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. That unauthorized aliens shall not be employed. The Coalition shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition.

e. That if this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR, Part 60. [45CFR, Part 92]

f. That if this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6083). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

D. Audits, Records and Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Coalition under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon demand, at no additional cost to the Coalition, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Coalition.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the Coalition and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall be allowed full access to and the right to examine any of the *Provider's contract and related records and documents, regardless of the form in which kept.*

6. To provide a financial and compliance audit to the Coalition as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Coalition

To permit persons duly authorized by the Coalition to inspect any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this contract, and to interview any clients and employees and subcontractor employees of the Provider to assure the Coalition of the satisfactory performance of the terms and conditions of this contract. Following such evaluation, the Coalition will deliver to the Provider a written report of its findings and request for development, by the Provider, a corrective action plan. The Provider hereby agrees to correct all noted deficiencies identified by the Coalition within the specified period of time set forth in the Coalition approved corrective action plan.

F. Indemnification

NOTE: Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the Coalition and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Provider's duty to defend and to indemnify within seven (7) days after notice by the Coalition by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by the Coalition. The Coalition's failure to notify the Provider of a claim shall not release the Provider of these duties. The Provider shall not be liable for the sole negligent acts of the Coalition.

3. Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. Within five (5) business days of the execution of this contract, the Provider shall furnish the Coalition written verification in the form of a certificate of insurance supporting both the determination and existence of such insurance coverage and naming the Coalition as an additional insured on such coverage (except workers compensation). Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Coalition reserves the right to require additional insurance. Provider shall notify the Coalition thirty (30) days in advance of any material change in coverage or cancellation.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and federal law or regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Coalition which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalition, shall be null and void.

2. To be responsible for all work performed and all expenses incurred with the project. If the Coalition permits the Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the Coalition. Such review of the written subcontract document by the Coalition will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this contract. The Provider further agrees that the Coalition shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Provider, at its expense, will defend the Coalition against such claims.

3. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.

4. To make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Coalition in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor.

J. Return of Funds

To return to the Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Provider by the Coalition. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment within 40 calendar days without prior notification from the Coalition. In the event that the Coalition first discovers an overpayment has been made, the contract manager, on behalf of the Coalition, will notify the Provider by letter of such findings.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients will be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this is binding upon both the Provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Coalition insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, or sex. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex. This is binding upon the Provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with HRSM 220-2. This is binding upon Providers if services are directly provided to clients and if 15 or more individuals are employed.

N. Independent Capacity of the Contractor

1. To be solely liable for the performance of all tasks contemplated by this contract which are not the exclusive responsibility of the Coalition.

2. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the Provider is a state agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Coalition unless specifically authorized in writing to do so.

3. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

4. To take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

5. The Coalition will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless justified by the Provider and agreed to by the Coalition.

6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

O. Sponsorship

If the Provider sponsors a program financed wholly or in part by Coalition funds, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name) and Broward Coalition for School

Readiness.” If the sponsorship reference is in written material, the words “State of Florida, Coalition for School Readiness” shall appear in the same size letters or type as the name of the organization.

P. Non-discrimination

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Q. Final Invoice

To submit the final invoice for payment to the Coalition no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Coalition will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Coalition.

R. Use Of Funds For Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., and attachment III to this contract the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Coalition: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the Provider shall refer the discovery or invention to the Coalition to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The Provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

That the Coalition shall file a lien against any property that has been constructed or substantially renovated, in whole or in part, through the use of state funds. However, the Coalition is not required to file a lien if the amount of state funds does not exceed \$25,000 or 10 percent of the contract amount, whichever amount is less. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Coalition's lien interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer. This Security Officer shall act as the liaison to the Coalition's Security Staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. This includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated Provider employees.
2. To furnish Security Awareness Training to its staff.
3. To ensure that all Provider employees that have access to Coalition information are provided a copy of CFOP 50-6 and sign the PSR/DCF Security Agreement form (CF114). A copy may be obtained from the contract manager.

W. Accreditation

That the Coalition is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Coalition has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the Coalition, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Coalition encourages Provider participation with the Agency for Workforce Innovation and Workforce Florida.

Y. Data Entry into the Enhanced Field System (EFS)

PROVIDER agrees to:

- a) Partner with Family Central, Inc. (Family Central) to provide the data necessary for Family Central to generate reports from eligibility applications and monthly attendance records. PROVIDER shall provide Family Central with the data necessary to input into the Enhanced Field System (EFS).
- b) Provide accurate and complete data on a monthly basis in a format agreed upon by PROVIDER and Family Central. In no event shall data and any corrections be delivered to Family Central later than the 13th calendar day of each month.
- c) If PROVIDER receives information from Family Central that PROVIDER failed to provide complete and/or accurate data, PROVIDER agrees, within twenty-four (24) hours, to provide the required information to Family Central.
- d) PROVIDER shall ensure the accuracy of the data delivered to Family Central and verify the accuracy of billing reports generated by Family Central.
- e) Without the written consent of Coalition, there shall be no revision(s) of any invoice, billing statement or billing report more than sixty (60) days after the bill is submitted to Family Central for processing.

II. THE COALITION AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed **\$ 8,466,400** subject to availability of funds. This includes incentives for quality activities (\$182,734). The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the Coalition has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specifies otherwise. With the exception of payments to health care Providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the coalition or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the district fiscal office/contract administrator. Payments to health care Providers for hospital, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this office are found in section 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

Any notice, which is required under this contract, shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery, to the designated address contained in this contract.

III. THE PROVIDER AND COALITION MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2003, or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 30, 2004.

B. Termination

1. This contract may be terminated by either party without cause, no less than thirty (30) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing. Said notice shall be delivered by any mailing service that provides verification of delivery or in person with proof of delivery.
2. In the event funds to finance this contract become unavailable, the Coalition may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Coalition shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Coalition may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition's right to remedies at law or in equity.
4. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or (2) had a contract terminated by the Coalition for cause.
5. In the event the Coalition, as a result of its procurement process, selects another Provider for any of the services outlined herein, Provider agrees that this Contract shall be immediately terminated. Provider will be compensated for any work satisfactorily completed after termination.
6. Provider is required to comply with all laws, rules, and regulations of the State of Florida and rules, policies and procedures adopted by the Coalition. Failure to comply with the foregoing shall be considered a material breach of this Contract.
7. In the event that this Contract is terminated for any reason, Provider agrees to assist Coalition or any agency or entity that Coalition may later contract, in the smooth transition of services which may include, but is not limited to, information gathering, technical assistance and release of any information that is not otherwise protected by Florida law.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Coalition's operating budget.

D. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

The School Board of Broward County, Florida
C/o Accounting Department

7720 West Oakland Park Blvd.

Sunrise, FL 33351

2. The name of the contact person and street address where financial and administrative records are maintained is:

The School Board of Broward County, Florida

7720 West Oakland Park Blvd.

Sunrise, FL 33351

Attn: Nell Johnson, Director

3. The name, address, and telephone number of the contract manager for the Coalition for this contract is:

Executive Director, Penny Westberry
Broward School Readiness Coalition

3800 Inverrary Blvd., Suite 400

Lauderhill, FL 33319

(954) 486-0202

4. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:

The School Board of Broward County, Florida

Jeannie B. Floyd

600 Southeast Third Avenue, 6th Floor

Fort Lauderdale, FL 33301

(954) 768-8939

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

E All Terms and Conditions Included

This contract and its attachments, Attachment I,II,III,IV,V,VI,VII, Exhibit A,B,C and exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.E. above.

IN WITNESS THEREOF, the parties hereto have caused this ___page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

The School Board of Broward County, Florida

SIGNED
BY: _____
NAME: Lois Wexler, Chair

(Corporate Seal)

Attest _____
Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form: [Signature]
School Board Attorney

STATE AGENCY 29 DIGIT SAMAS CODE:
Federal EID # (or SSN):59-6000530 Provider Fiscal Year Ending Date: 06/ 30/04

Broward County School Readiness Coalition, Inc.

SIGNED
BY: [Signature]
NAME: Latha Krishnaiyer
TITLE: Chair
DATE: 6.30.03

Sworn to and subscribed before me this ____ day of July, 2003. Personally known _____
Or produced identification _____
Notary Public – State of Florida
My Commission expires: _____

(Printed typed or stamped)
Commissioned name of notary

Broward County School Readiness Coalition, Inc.

**ATTACHMENT I TO STANDARD CONTRACT WITH
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

(1) Advance Payment - A payment situation whereby, under certain circumstances, it is possible to make a portion of the contract funds available to a provider prior to the delivery of services or expenditure of funds by the provider. (Advance payment may be used only when authorized by the State's Appropriations Act or expressly authorized by other law. Advances may be made only to not-for-profit corporations or governmental agencies.)

(2) Amendment - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)

(3) Contract – An agreement between the COALITION and an individual or organization for the procurement of services. (A formal contract consists of the Standard Contract and all attachments and exhibits.)

(4) Contract Manager – Either a COALITION or PROVIDER employee designated by the contract signer to be responsible for the success of the contract.

(5) Cost Reimbursement – A method of payment used to reimburse the PROVIDER for actual expenditures incurred in accordance with a line item budget.

(6) Exhibit – A document or material object added to the Program Specific Model Attachment I, or any other attachment to this Contract.

(7) Fiscal Year – An accounting period of twelve months; July 1st through June 30th.

(8) Fixed Price – A payment method used when services can be broken down into unit costs (e.g., hours, client days), or a fixed fee (e.g., payment based on delivery of a complete service).

(9) Invoice - A standardized form used by the PROVIDER to request payment from the COALITION.

(10) Local Match - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent.

(11) Method of Payment – A payment specification which includes the maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the COALITION, and any special conditions pertaining to payment of contract invoices.

(12) Maximum Extent Possible – Reasonable efforts to accommodate the school readiness needs of children birth to kindergarten and families in greater than fifty (50%) percent of a Coalition's school readiness programs.

(13) Partnership – Florida Partnership for School Readiness, administratively housed in the Agency for Workforce Innovation.

(14) PROVIDER - An individual or organization contracted to provide services or materials to the COALITION, in accordance with the terms specified in the contract.

(15) COALITION – Broward County School Readiness Coalition, Inc.

b. Program or Service Specific Terms

(1) Non-Direct Services - Services necessary to administer the contract as specified in **Exhibit B** attached hereto.

(2) An age appropriate developmental screening instrument - The Level I instrument used to screen children one to five years of age.

(3) At-risk of Abuse, Neglect, and Exploitation - Children who are: (a) in families under investigation by the Department of Children and Families or a designated local sheriff's office for abuse, neglect, abandonment or exploitation; (b) children who are in families under the supervision of the Department of Children and Families or its contracted provider for abuse, neglect, abandonment or exploitation; (c) children in the court ordered long-term custody or under the guardianship of a relative or non-relative following the termination of supervision by the Department of Children and Families or its contracted provider; (d) and children in court ordered long-term licensed custody. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.

(4) Child Care Services (slots) – The education, care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made for care.

(5) Community Child Care Coordinating Agency – Also, referred to as "central agency" or "4-C." An agency, which directly operates or subcontracts with three or more centers and issues vouchers for the purchase of child care services. (In addition, community child care coordinating agencies are responsible for non-direct, eligibility determination and quality services to parents and caregivers.)

(6) Eligibility Determination Services – Services that include client eligibility and related services.

(7) Gold Seal Child Care Center / Gold Seal Family Child Care Home
Any child care center or home which provides care to children in the child care services program and is accredited by a recognized accrediting association, whose standards have been approved by the Gold Seal Quality Care Program Task Force Committee. (The Department of Children and Families maintains the official list of Gold Seal Centers and Homes.)

(8) Income Eligible - Children eligible for school readiness services pursuant to Rule 60BB-4.203, Florida Administrative Code.

(9) Individualized Plan - A plan that addresses each child's individual developmental needs as determined by the developmental screening tool. (The plan's components include, but are not limited to strengths and weaknesses related to developmental growth; developmental goals and objectives; and activity implementation plans for teachers and families.)

(10) Parent Fee - The parent's co-payment for child care services as based on the Federal Poverty Level and taking into account family size and household income.

(11) Prevailing Market Rate - The 75th percentile of the market rate as determined by an annual market rate survey. (The COALITION, through the Statewide Child Care Resource and Referral Network, conducts an annual market rate survey. The survey reflects what child care providers in the community are charging the general public in order to provide guidance for establishing child care rates.)

(12) Project Cost - The cost of child care, such as the contract amount, parent fees and local match.

(13) Project Safety Net – Provides funds for case management and transportation, via vendor contracts, to children and families to ensure that children at risk of abuse and neglect who are in child care programs are maintained safely in child care and to ensure that children at risk of abuse and neglect who are in child care programs receive transportation to and from the child care providers.

(14) Projected Parent Fees – The annual projection of parent fees, based on the previous contract history of fee collections. (The projected contract fees are calculated by taking the actual parent fees collected in the first nine months of the prior year contract and projecting those into a twelve-month unit. The twelve-month percentage of fees against the contract amount should be applied to the contract dollars for the next contract year. For example, if parent fees make up ten percent of the prior year contract, then projected parent fees should be ten percent of the new contract.)

(15) Child Care Purchasing Pool – Purchasing Pool funds are used to provide subsidies to low income working parents who are eligible for child care services with a 50% dollar cash match from employers, local government and other contributors. These funds are awarded based on the amount of matching funds secured by the child care coordinating agency/COALITION. Low-income families are eligible up to 200% of the federal poverty level.

(16) Quality Activities as referenced in Exhibit B attached hereto.

(17) Relative Caregiver Program - Child care provided for children who have been adjudicated dependent, have an approved home study; and either have been placed by the court with the relative under protective supervision or the relative has been granted temporary custody by the court. (The child must be a recipient of the cash payment as part of the Relative Caregiver Program.)

(18) Respite Child Care - Care provided to alleviate a crisis. (A crisis is defined as an acute situation, which places children at risk due to parental emergency, need for respite, lack of resources, special needs of the child, or extenuating circumstances beyond the family's control requiring short term assistance to increase family stability and decrease risk potential.) The family must be a TANF recipient to receive respite services. The child care could be as limited as part-time care, or it could for a period of less than twenty-four hours per day on a regular basis. The maximum benefit period is thirty days per child in a state fiscal year.

(19) Special Needs – Children, as defined in s. 445.023, F.S., who are currently applicants or clients of the subsidized child care program and who have been determined by the PROVIDER and/or the COALITION to

meet the eligibility criteria set forth in Chapter 60BB-4, Florida Administrative Code.

(20) Temporary Assistance to Needy Families (TANF) - The federal economic assistance program to families administered under the Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.

(21) TANF Recipient – A person who receives temporary cash assistance or family member of that person as defined in 45 CFR Part 260 and s. 414.1585, F.S.

(22) Transitional Child Care (TCC) - Families determined eligible by Regional Workforce - welfare transition program Boards for Transitional Child Care services may enter and continue to receive child care services until the family income exceeds 200% of the federal poverty level.

(23) Welfare Transition Program - Program which was implemented statewide October 1, 1996, in accordance with Chapter 414, F.S., and which provides eligible clients with temporary cash assistance.

(24) Regional Workforce - Locally known as Workforce One, Inc.

2. General Description

a. General Statement

This contract provides child care services (slots) to eligible children and families; non-direct, eligibility determination and quality services necessary to develop and to maintain a safe, educational, cost effective, family friendly system that protects at-risk children; and assists families in becoming or remaining economically self-sufficient.

b. Authority

(1) Authority for child care services is provided in s. 445.023, 411.01 and 409.178 F.S.

(2) Authority for transportation and case management services is provided in ss. 402.3145, and 402.3135, F.S.

(3) Authority for TANF services and Regional Workforce – Welfare Transition Program – Welfare Transition services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260, and ss. 414.1585(1), 445.017, and 445.032 F.S.

c. Scope of Service

These services will be provided to families who reside within the following counties for the time period specified in the contract: Broward.

d. Major Program Goals

The major goals of these services are: to prevent the abuse and neglect of children; to assist families in becoming or remaining economically self-sufficient; and to prepare children to enter school ready to learn.

3. Clients to be Served

a. General Description

The estimated number of units of service to be provided to clients is 1,600.

b. Client Eligibility

(1) Priority for participation in the school readiness program shall be given to children who meet one or more of the criteria found in 411.01(6), F.S.; however children who meet the following criteria, may also be served:

(a) School-age children who are, kindergarten age through twelve (12) years that meet one of the eligibility priorities of Section 411.01(6), F.S.

(b) Children of working families, whose household income was below 150% of the Federal Poverty Level upon entry into the subsidy program, may continue in the subsidy program until the household income exceeds 200% of the federal poverty level.

(c) Children of families participating in the Child Care Executive Partnership Act may enter the subsidy program if the household income does not exceed 200% of the federal poverty level.

(d) Children receiving services through the Broward County funded Homeless program may continue to receive such services without interruption under the Child Care Executive Partnership (CCEP) program after the time that eligibility under the County's Homeless program has expired. Continued receipt of services shall be dependent upon the family meeting the eligibility criteria of the CCEP program and the availability of funds.

(2) Any eligible children still being served at this contract's ending date will be referred to subsequent contracts and providers.

c. Eligibility Determination

(1) Eligibility for at-risk child care services shall be determined as prescribed by Florida law. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.

(2) Placements may be made only after an appropriate purpose for care has been determined.

(3) The PROVIDER shall notify applicants or clients of their right to a review in cases where a determination of ineligibility for service, termination, suspension, or reduction in services has been made. The PROVIDER shall develop a PROVIDER procedure for reviewing cases of clients who request review.

(4) In a case of any dispute regarding child care eligibility, the final determination for eligibility shall be made by the contract manager/program specialist.

d. Contract Limits

To the extent that resources are available, the PROVIDER shall provide child care and services to every eligible family in the child care programs.

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) The PROVIDER's services will be provided in accordance with those services identified in **Exhibit B** attached hereto.

(2) The PROVIDER shall conform to the program standards in Chapter 65C-21, F.A.C., with s. 402.305, F.S and other applicable statutory provisions.

(3) All children in child care, birth to five years of age, who are not enrolled in kindergarten, will receive at a minimum an annual age appropriate developmental screening. If a parent objects or denies permission for the screening, the PROVIDER shall document the parental refusal and the child will not be screened. The PROVIDER shall use a COALITION approved developmental screening instrument.

- (a) Level I - General developmental screening using age appropriate screening instruments.
- (b) Level II - For children receiving a Level I score indicating a concern, a second screening is administered to validate the Level 1 score. If the second screening indicates a concern, the provider shall develop an individualized improvement plan.
- (c) Level III - A referral for further evaluation and case planning based on the identification of a significant developmental delay or concern.

(5) The PROVIDER shall develop an individualized improvement plan for all children who receive a Level II developmental screening, with a score that identifies a developmental concern. A referral to a Level III service PROVIDER will be given in cases needing further evaluation and case planning. The referral to Level III services will be made a part of the child's improvement plan.

(6) All directly operated and contracted PROVIDERs shall include classical music and at least thirty minutes of reading to the children each day in accordance with s. 402.25, F.S.

b. Task Limits

- (1) Child care services, non-direct, eligibility determination and quality services are limited to residents of Broward County.
- (2) Transportation services may only be provided when they are necessary to enable the child to participate in the child care services program.
- (3) Respite care is only available to TANF clients who require emergency child care.

2. Staffing Requirements

a. Staffing Levels

The PROVIDER will maintain sufficient staff to deliver the agreed upon services at the same level of the contract between the Coalition and Provider for FY 2003-2003.

b. Background Screening

PROVIDER personnel and volunteers who, as part of their duties and responsibilities, spend forty hours or more per month in child care program(s), must submit to a local and state criminal records check within ten days of employment in accordance with s. 435.03(1), F.S. – All adults and students

volunteering in pre-school classrooms will be required to complete the provider's volunteer registration form.

c. Subcontractors

The PROVIDER must obtain prior written approval from the contract manager/program specialist for subcontract agreements of the standard contract (Assignments and Subcontracts). Additional requirements pertaining to subcontracts are included in Section D., Special Provisions, of this attachment.

3. Service Location & Supplies

a. Service Delivery Location

The location of the PROVIDER's main office, satellite offices, and out posted staff location shall be related to the needs of the clients served under this contract.

b. Service Times

Child care, non-direct, eligibility determination and quality services must be available at times related to customer needs for these services. For the purpose of this paragraph, customer means eligible children, their families, child care providers (both subcontracted and vouchered), and the COALITION. The PROVIDER's offices and satellite offices shall be open Monday through Friday excluding holidays, or the normal operating hours, which are: 8:00 a.m. to 5:00 p.m. of the building in which the office is located.

c. Changes in Location

If the PROVIDER changes location of offices, the contract manager/program specialist must be notified in writing seven (7) days prior to relocation.

d. Learning Materials and Supplies

All directly operated and contracted child care services locations must provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with s. 402.25, F.S.

4. Deliverables

a. Service Units

(1) A unit of child care services is a day or part thereof of child care services as specified in **Exhibit C**.

(2) A unit of non-direct services or eligibility determination services is one month of non-direct or eligibility determination services as specified in Exhibit B.

b. Reports

(1) The PROVIDER must ensure that it has satisfied all federal, state, and COALITION district reporting requirements.

(2) The PROVIDER shall submit to the COALITION, no later than 45 days following the end of the contract period, a written annual report that includes a review of how non direct, eligibility determination, quality services and child care services were provided.

(3) The PROVIDER will provide data information in a monthly management report, due to the contract manager/program specialist no later than 15 calendar days following the end of the service month, in a format specified by the COALITION.

(4) To meet federal reporting requirements, the COALITION will continue use of statewide reporting system (SRS) or other system approved by the Florida Partnership for School Readiness. The PROVIDER shall submit information to the COALITION, as directed and upon request, in a manner established by the COALITION. The PROVIDER shall use the standardized coding tables, when compiling data and all reports shall comply with such standardized code tables.

(5) The PROVIDER shall maintain client eligibility information in such a manner that adhoc reports may be provided, as requested by the COALITION.

c. Records and Documentation

The PROVIDER shall maintain accurate and current client information, which is updated on a monthly basis. The COALITION will monitor the status of the child's eligibility from on-site record reviews and from ad hoc reports obtained from the PROVIDER's client information system. The PROVIDER shall maintain sufficient records to verify that client eligibility was determined in accordance with COALITION requirements.

5. Performance Specifications

a. Performance outcomes and outputs

(1) Subject to the availability of funds, performance initiatives in the amount of \$182,734.00 will be paid to provider upon satisfaction of the negotiated performance outcomes and recommendation for the appropriate incentive payment shall be evaluated in a timely manner by Coalition staff. Such recommendation shall be forwarded to the Coalition at the next monthly meeting for consideration and determination of payment, if any. The provider is required to submit all reports for consideration and evaluation by the Coalition staff no later than thirty (30) days after the target dates specified in Exhibit D. As each phase is successfully completed, and as approved by the Coalition, the Provider shall be reimbursed upon valid submission of an invoice.

(2) 83% of four-year-old children placed with contracted child care providers in care for nine months enter kindergarten ready to learn, as determined by the Department of Education's School Readiness Uniform Screening System (SRUSS)

b. Monitoring and Evaluation Methodology

By execution of this contract the PROVIDER hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the PROVIDER fails to meet these standards, the COALITION, at its exclusive option, may allow up to three months for the PROVIDER to achieve compliance with the standards. If the COALITION affords the PROVIDER an opportunity to achieve compliance, and the PROVIDER fails to achieve compliance within the specified time frame, the COALITION will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the COALITION.

6. PROVIDER Responsibilities

a. PROVIDER Unique Activities

The PROVIDER and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in ss. 39.0132, 39.202, and 39.814, F.S., and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in its care, or the family of children in its care, except as specifically authorized by these statutes. The PROVIDER hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in s. 39.205, F.S. PROVIDER further agrees to comply with F.S. 411.011 as it relates to records of children in school readiness programs.

b. Coordination with Other PROVIDERs/Entities

The PROVIDER shall: participate in associations; attend annual meetings; participate in community collaborative groups; and attend COALITION in-service training sessions to the extent possible by funding and program description and design.

7. COALITION Responsibilities

a. COALITION Obligations

The COALITION shall furnish guidance to the PROVIDER in the areas of fiscal management and the COALITION's required standards for program quality, as required.

b. COALITION Determinations

The COALITION's good faith determination of what constitutes acceptable services or reports shall be conclusive.

C. Method of Payment

1. The COALITION shall pay the PROVIDER for the delivery of service provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$8,466,400** (including performance incentives and purchasing pool funding) subject to the availability of funds.

2. Reimbursements

a. The COALITION shall pay the PROVIDER on the basis of **monthly** invoices submitted to the contract manager/program specialist no later than **15** days following the end of the report period.

b. Payment shall be made only for those expenditures incurred in the provision of eligible services to eligible clients.

c. The child care providers will be paid directly as authorized by the PROVIDER. The PROVIDER is responsible for the accuracy of the payment request that is submitted to the COALITION. The PROVIDER shall conduct monitoring of child care providers to insure that services which have been authorized and for which payment has been made were actually performed.

The daily rate payable for child care shall be negotiated based on the rate schedule adopted by each county COALITION in the central agency's geographic areas.
(Exhibit C)

between the parent and the caregiver and are not administered by the PROVIDER.

c. The PROVIDER will ensure that quality care options are available for all clients without requiring them to pay rates or fees exceeding the child care rate plus assessed parent fee.

4. Certificate/Vouchered Care -- Not Applicable.

5. Guaranteed Slots for Infants and Toddlers -- Not Applicable

6. Gold Seal Payments

The PROVIDER shall make payments to Gold Seal providers in accordance with Partnership policy. Should a subcontracted provider's private pay rate equal or exceed the maximum rate (prevailing market rate) for age and type of care, the gold seal rate may be negotiated up to twenty (20) percent above the maximum rate or up to the subcontracted provider's private pay rate, whichever is higher. Should a subcontracted provider's private pay rate be less than the maximum rate (prevailing market rate) for age and type of care, the gold seal rate shall be twenty (20) percent above the subcontracted provider's private pay rate.

7. Parental Choice Requirements -- Not Applicable.

E. List of Exhibits

Exhibit A – Budget

Exhibit B – Services

Exhibit C – Rate Schedule

Exhibit D – Performance Outcomes

ATTACHMENT II

ASSURANCES STATEMENT

THIS ASSURANCE STATEMENT is given and hereby acknowledged by The School Board of Broward County, Florida hereinafter referred to as "Provider" and accepted by the Broward School Readiness Coalition, hereinafter referred to as "the Coalition".

THE PROVIDER AGREES TO THE FOLLOWING:

A. Scope of Assurances

To provide school readiness program services in accordance with the conditions specified in the Contract and in accordance with section 411.01, Florida Statutes and other applicable state and federal law.

B. Governing Law

This contract was executed and entered into in the State of Florida, Broward County, and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida and federal law as applicable.

1. STATE OF FLORIDA:

- a. SCHOOL READINESS ACT:** The Provider agrees that its services will be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the School Readiness Act, Chapter 411.01, Florida Statutes and the School Readiness Plan and subsequent amendments.
- b. PUBLIC ENTITY CRIMES:** In accordance with section 287.133, Florida Statutes, the Provider certifies that neither it and any subcontractor(s) of the Provider, have been convicted of a "public entity crime", as defined in section 287.133(1)(g), Florida Statutes, as stated in Attachment "III", Sworn Statement Pursuant to Section 287.133(a), Florida Statutes, On Public Entity Crimes.
- c. PROCUREMENT:** In accordance with sections 287.057 and 946.40, Florida Statutes, the Provider agrees that it will comply with the state procurement requirements if applicable as outlined in those sections. Furthermore, the Provider acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to the Provider, may not submit a bid on a contract with the Provider for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Provider, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with the Provider, and may not transact business with the Provider. Provider agrees to comply with the procurement requirements set forth in the Standard Contract.