

AGENDA REQUEST
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <u>August 5, 2003</u>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <u>F-1</u>
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TITLE:
 Continuation contract with the Broward County School Readiness Coalition for the 2003-04 School Readiness Program

REQUESTED ACTION:
 Approve the contract between the School Board of Broward County and The Broward County School Readiness Coalition.

SUMMARY EXPLANATION AND BACKGROUND:
 For the third year, The Florida Partnership for School Readiness will continue to provide funds for school readiness programs to the Broward County School Readiness Coalition. This program is also supported through the collection of parent fees on a sliding scale. Approval of this contract will allow for the School Board to continue to receive funds through the Broward School Readiness Coalition to provide service to over 1600 students in the following School Readiness programs: School Readiness, Florida First Start and Migrant Prekindergarten Program.

 This contract is approved as to form by the School Board Attorney.

- MAJOR SYSTEM GOALS:**
- Goal One: All students will achieve at their highest potential
 - Goal Two: All students will have equitable resources.
 - Goal Three: All operations of the school system will support and align with student achievement and needs.
 - Goal Four: All stakeholders work together to build a better school system.

FINANCIAL IMPACT:
 The positive impact is \$8,466,400. The funding sources are the Florida Partnership for School Readiness and the collection of parent fees on a sliding scale for 1600 students. There is no financial impact to the district for the 2003-2004 school year.

EXHIBITS: (List)
 Proposed Contract with the Broward School Readiness Coalition

BOARD ACTION: APPROVED	SOURCE OF ADDITIONAL INFORMATION:
(For Official School Board Records' Office Only)	Jeannie Floyd 954-768-8950 Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 CURRICULUM & INSTRUCTION/STUDENT SUPPORT
 Earlean C. Smiley, Ed.D., Deputy Superintendent

Approved in Open Board Meeting on: AUG - 5 2003

By: *Lois Wepler* School Board Chair

Revised 7-18-2001
 (FT\E.C. Smiley\J. Floyd)

**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):

- | | |
|--|--|
| <p>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:</p> <p>_____</p> <p>The School Board of Broward County, Florida
C/o Accounting Department
7720 West Oakland Park Blvd.
Sunrise, FL 33351</p> <p>_____</p> <p>_____</p> | <p>3. The name, address, and telephone number of the contract manager for the Coalition for this contract is:</p> <p>Executive Director, Penny Westberry
Broward School Readiness Coalition</p> <p>_____</p> <p>3800 Inverrary Blvd., Suite 400
Lauderhill, FL 33319
(954) 486-0202</p> <p>_____</p> <p>_____</p> |
| <p>2. The name of the contact person and street address where financial and administrative records are maintained is:</p> <p>_____</p> <p>The School Board of Broward County, Florida
7720 West Oakland Park Blvd.
Sunrise, FL 33351
Attn: Neil Johnson, Director</p> <p>_____</p> <p>_____</p> | <p>4. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:</p> <p>_____</p> <p>The School Board of Broward County, Florida
Jeannie B. Floyd
600 Southeast Third Avenue, 6th Floor
Fort Lauderdale, FL 33301
(954) 768-8939</p> <p>_____</p> <p>_____</p> |

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: Lois Wexler
NAME: Lois Wexler, Chair

(Corporate Seal)

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

Approved as to Form: 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: Latha Krishnaiyer
NAME: Latha Krishnaiyer
TITLE: Chair
DATE: 6/30/03

Sworn to and subscribed before me this 30th day of June 2003. Personally known
Or produced identification _____
Notary Public – State of Florida
My Commission expires: _____

Deborah Hopper
(Printed typed or stamped)
Commissioned name of notary



Deborah Hopper
Commission #DD122177
Expires: Aug 29,
Bonded Thru
Atlantic Bonding Co.

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)**

d. As authorized by the legislature in proviso language, the PROVIDER is authorized to pay a 20% differential rate for Gold Seal Child Care facilities.

e. The PROVIDER shall negotiate the child care rate for special needs children using county COALITION rate schedules as a guideline. Rates negotiated above twenty percent of the infant rate, based on PROVIDER type, must be approved in writing by the PROVIDER's executive director or in the director's absence, the district contract manager/specialist. The PROVIDER is responsible for submitting rate documentation to the COALITION when requesting the monthly reimbursement.

3. Funding Specifics are detailed in Exhibit A attached hereto.

4. Local Match – The local match requirement for Provider shall be an in-kind amount consistent with Exhibit A to this Contract.

D. Special Provisions

1. Non-Expendable Property

a. No capital equipment shall be purchased under this Agreement.

2. Information Technology Clause

All COALITION contract PROVIDERs must receive written approval from the COALITION approving authority in accordance with the Partnership Technology Plan prior to purchasing any Information Technology Resource (ITR) with contract funds.

3. Subcontracted Care

The PROVIDER is responsible for negotiating fixed rates with its subcontractors. Rates negotiated by the PROVIDER may not exceed the rates paid by the general public (private pay rate) nor shall they exceed COALITION adopted rate schedules. Payments to Gold Seal PROVIDERs shall be in accordance with Partnership policy.

a. The only fees that can be required of a parent who participates in the child care program with a child care service provider subcontracted with the PROVIDER or directly operated center or home, with the exception of transportation or late pick-up fees, are those listed in COALITION adopted Parent Fee Schedules.

b. Should a parent prefer a subcontracted provider whose private pay rate paid by the general public exceeds the negotiated subsidized rate, the parent will be responsible for the difference between the subcontracted PROVIDER's private pay rate and the COALITION's subsidy rate. These payments are arranged

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.
-

d. TRAVEL REIMBURSEMENT: All travel incurred by Provider members, employees, agents, subcontractors, will be reimbursed in accordance with section 112.061, Florida Statutes.

2. FEDERAL:

a. CCDF and TANF: The Provider shall ensure that all its activities under this contract and the Coalition's Plan with the State Partnership shall be conducted in conformance with the regulations required under the Child Care and Development Fund (hereinafter referred to as "CCDF"), 45 C.F.R. 98 the Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), 45 C.F.R. pt. 260-265, and other applicable federal regulations and policies promulgated hereunder.

b. EPA: The Provider has received more than \$100,000 in federal funds and therefore agrees that it 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., Exec. Order No. 11738, and Environmental Protection Agency regulations, 40 C.F.R., pt 30. The Provider shall report any violations of the above to the Coalition.

c. LOBBYING: The Provider hereby agrees that no federal funds or state funds received in connection with this Contract may be used by the Provider, or any agent acting on behalf of the Provider or its subcontractor(s), to influence legislation or appropriations pending before the Congress or any State legislature. Since the Provider has received funds in excess of \$100,000, the Provider is executing a Certification Regarding Lobbying form, attached as Attachment "IV".

d. UNAUTHORIZED ALIENS: The Provider agrees that unauthorized aliens shall not be employed by the Provider and its subcontractor(s). 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.

e. E.E.O.: The Provider agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F.R., pt. 60, if applicable.

f. PRO-CHILDREN ACT: The Provider agrees to 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.

g. DRUG-FREE WORKPLACE: Pursuant to the Drug-Free Workplace Act of 1998, and its implementing regulations codified at 29 C.F.R. 98, subpart F, the Provider will provide a drug-free workplace as certified in Attachment "V" Drug-Free Workplace Requirement Certification.

h. DEBARMENT AND SUSPENSION: As required by the regulations implementing Exec. Order No. 12549, Debarment and Suspension, 29 C.F.R.98, the Provider is not presently nor previously within a three-year period preceding the effective date of this contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. This is certified in Attachment "VI" Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transaction.

i. NON-DISCRIMINATION AND HARASSMENT-FREE WORKPLACE: The Provider, as certified in Attachment "VII" shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The Provider shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Provider agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.

C. Audits, Records and Retention

1. The Provider shall 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. Pursuant to Chapter 119, Florida Statutes and applicable OMB Circulars, the Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the school readiness program for a period of five (5) fiscal years. 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 result from the audit, whichever occurs last.

3. The Provider shall 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.

4. As long as records are maintained, upon notice and during reasonable hours, persons duly authorized by the Coalition, state and federal auditors 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 the records may be kept.

5. The Provider shall include these aforementioned audit and record keeping requirements in all subcontracts and assignments.

D. Effective Use of Funds

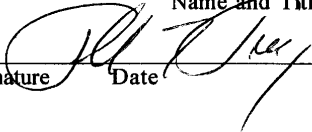
1. In order for the Coalition to effectively administer and safeguard the effective use of state and federal funds for the school readiness program as required by Section 411.01(4)(j), Florida Statutes, the Coalition shall have the right to inspect any records, papers, documents, facilities, goods, and services of the Provider that are relevant to this Contract. The Coalition shall also have the right to interview any clients, employees and participants of the school readiness program to assure that the funds received from the Coalition are being expended in accordance with the contract and quality services are being delivered by the Provider and its subcontractors. Such inspection will be done upon reasonable notice to the Provider and with cooperation of the Provider, fiscal agent or service provider, so as not to disrupt services.

2. The Coalition shall deliver to the Provider a written report of its findings. The Providers will be requested to develop a corrective action plan for any deficiencies noted. The Provider hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.

E. Indemnification

Provider agrees to comply with the indemnification provisions of the Standard Contract.

Franklin L. Till, Jr., Superintendent of Schools
Name and Title of Authorized Representative

Signature:  Date: 8/5/03

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____

for The School Board of Broward County, Florida whose business address is: 600 Southeast Third Avenue, Fort Lauderdale, FL 33301 and (if applicable) its Federal Employer Identification Number (FEIN) is XX-XXXXXXX (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
 3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate with statement applies.]
-

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

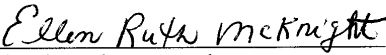
Sworn to and subscribed before me this 5 day of August, 2003.

Personally known personally known

Or produced identification _____

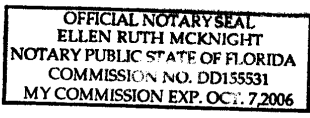
Notary Public - State of Florida

My commission expires _____



(Printed typed or stamped)
Commissioned name of notary public)

Form PUR 7068 (Rev. 06/18/92)



CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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

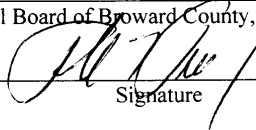
1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
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 imposed by section 1352, title 31, U.S. Code. Any person who fails to file that 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.

The School Board of Broward County, Florida

Franklin L. Till, Jr.

Name of Certifying Official



Signature

8/5/03

Date

*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

Alternate I. (Grantees Other Than Individuals)

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CRF 98, Subpart F, I _____ the undersigned, in representation of The School Board of Broward County, Florida, the grantee, attest and certify that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
-

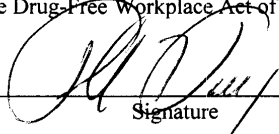
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

8. Notwithstanding, it is not required to provide the workplace address under the grant. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the grant, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific grant including street address, city, county, state, and zip code:

Check () if there are workplaces on file that are not identified here.
Check () if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



Signature

Franklin L. Till, Jr.

(Typed Name and Title)

I, Franklin L. Till, Jr., certify that I am The School Board of Broward County, Florida, the grantee;

Superintendent of Schools; The School Board of Broward County, Florida

(Position title and organization)

that I who sign this Drug-Free Workplace Certification on behalf of the grantee, do so by the authority given by the Governor of the State of Florida, that such signing is within the scope of my powers.

The School Board of Broward County, Florida

(Organization name)

Executed on: Aug. 5 2003

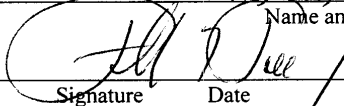
ATTACHMENT VI

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not 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) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not 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) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Franklin L. Till, JR; Superintendent of Schools
Name and Title of Authorized Representative

 8/5/03
Signature Date

DISCRIMINATION STATEMENT

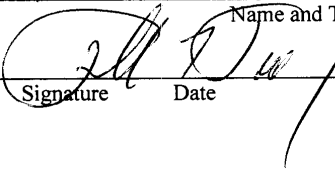
Public Law 105-220, Sec. 188 Nondiscrimination

(a) *In General.*--

- (1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment.—No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship.—Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status.—No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens.—Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Franklin L. Till, Superintendent of Schools
Name and Title of Authorized Representative

 8/5/03
Signature Date

Provider Technical Assistance	Recruit preschool program providers and assist the provider with School Readiness program policies and procedures.
Provider Sub Contract Management	A process, which may include, but is not limited to a subcontract/rate-agreement between the agency and the provider to provide the preschool program to eligible children. This process may include but is not limited to recruitment, rate negotiation, initial assessment, and maintenance of contracted files to meet the federal/state requirements.
III. Quality Initiatives	
Parents as First Teachers	<input type="checkbox"/> Develop and offer at least 4 activities/trainings at each School Readiness Program site for parents to enhance their skills and knowledge in educating and caring for their child(ren). <input type="checkbox"/> Provide information and develop resources to increase awareness of child and family issues.
Quality Assurance Monitoring	<input type="checkbox"/> Conduct the Educational Component of the Head Start Program Review Instrument for Systems Monitoring. <input type="checkbox"/> Train teachers on utilizing the program assessment tool to increase quality.
Program Quality Technical Assistance	<input type="checkbox"/> Provide technical assistance to site administrators as needed to ensure quality programs.
Curriculum Support	<input type="checkbox"/> Provide training on curriculum implementation and effective teaching strategies throughout the year. <input type="checkbox"/> Provide technical assistance (i.e. modeling, coaching, etc.) on curriculum implementation. <input type="checkbox"/> Provide field trips for children to experience the curriculum first hand. <input type="checkbox"/> Provide materials and supplies to support and enhance the curriculum. <input type="checkbox"/> Provide dollars for classes to purchase food items for cooking experiences which enhance the curriculum.
Immunization Records Checks Follow-up	Review of a child's immunization record by school personnel. A follow-up reminder to parents when temporary immunization document is about to expire and new one is needed.
Community Outreach	<input type="checkbox"/> Provide training to private providers of preschool in the use of appropriate curriculum and teaching strategies. <input type="checkbox"/> Conduct community assessments, as required, related to early care and school readiness issues.

MAXIMUM DAILY RATES

Rev. 9/27/01 Eff. 7/1/02 **EXHIBIT C**

			FT	PT	PTL
# of hours			5 to 11	3 to < 5	< 3
CENTER	0-12 mos	INF	\$24.00	\$18.00	\$9.00
	13-23 mos	TOD	\$21.60	\$16.20	\$8.10
	24-35 mos	2YR	\$19.60	\$14.70	\$7.35
	37-47 mos	PR3	\$19.00	\$14.20	\$7.13
	48-59 mos	PR4/PR5	\$19.00	\$14.25	\$7.13
	60 mos'	SCH	\$20.00	\$15.00	\$7.50
GOLD SEAL CENTER		INF	\$28.80	\$21.60	\$10.80
		TOD	\$25.92	\$19.44	\$9.72
		2YR	\$23.52	\$17.64	\$8.82
		PR3	\$22.80	\$17.04	\$8.56
		PR4/PR5	\$22.80	\$17.10	\$8.56
		SCH	\$24.00	\$18.00	\$9.00
FDC		INF	\$22.00	\$16.50	\$8.25
		TOD	\$22.00	\$16.50	\$8.25
		2YR	\$21.00	\$15.75	\$7.88
		PR3	\$20.00	\$15.00	\$7.50
		PR4/PR5	\$20.00	\$15.00	\$7.50
		SCH	\$19.80	\$14.85	\$7.43
GOLD SEAL FDC		INF	\$26.40	\$19.80	\$9.90
		TOD	\$26.40	\$19.80	\$9.90
		2YR	\$25.20	\$18.90	\$9.46
		PR3	\$24.00	\$18.00	\$9.00
		PR4/PR5	\$24.00	\$18.00	\$9.00
		SCH	\$23.76	\$17.82	\$8.92
INFORMAL		INF	\$11.00	\$8.25	\$4.13
		TOD	\$11.00	\$8.25	\$4.13
		2YR	\$10.50	\$7.87	\$3.94
		PR3	\$10.00	\$7.50	\$3.75
		PR4/PR5	\$10.00	\$7.50	\$3.75
		SCH	\$9.90	\$7.42	\$3.71

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

EXHIBIT D

Eligibility, Enrollment and Redetermination Training-Outcome: One hundred percent (100%) of School Board employees working with the School Board's School Readiness Program to attend training offered by the Coalition on eligibility, enrollment and redetermination.

Comments: This will ensure that all employees are adequately trained to handle eligibility, enrollment and redetermination.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Provide Coalition staff with names of all School Board School Readiness staff involved with the determination of eligibility, stating their availability to receive training from Coalition.	By July 1, 2003	4
2. Based upon training offered by Coalition, formulate an eligibility, enrollment and redetermination plan that is distributed to all School Readiness sites with instructions that such information should be made available to parents upon request.	By August 1, 2003	2
3. Provide a report to the Coalition showing the names and positions of School Board employees who actually attended training.	By August 1, 2003	2
4. Based upon monitoring that will be performed by Coalition, receive documentation from Coalition that eligibility, enrollment and redetermination is being performed in accordance with training offered by Coalition.	By September 30, 2003	2
5. Provide Coalition results and parent feedback on Mail-in Redetermination and In-Person Redetermination.	By March 31, 2004	2

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Usage Analysis-Outcome: Develop a Usage Analysis Report to present to the Coalition at the end of the Coalition's Fiscal Year 2003-2004.

Comments: Service numbers should be realistic, reasonable and tailored to meet quality care, while also maximizing funding.

Action Steps	Target Date	Phase
1. Review service numbers for fiscal year ending 2002-2003 and provide a detailed report to Coalition staff. The report shall include an analysis of the total number of children served; how many children continued in the program for the entire school year and how many children were removed from the program due to financial reasons.	By August 29, 2003	1
2. Interview all preschool sites that will be used for School Readiness services under the terms of this Contract and compile information on the number of seats that each site anticipates will be filled during the term of this Contract.	By August 29, 2003	1
3. Provide Coalition with an analysis of the number of children that will be served in Fiscal Year 2003-2004, based on the numbers.	By November 15, 2003	2
4. Provide an update report.	By December 31, 2003	2
5. Provide a final report.	By June 30, 2004	Follow-up Phase

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Program Location Sites-Outcome: One hundred percent (100%) of sites must be identified by July 15, 2003.

Comments: In order for parents to fully exercise parental choice provisions required by Florida law, all usage locations should be sufficiently identified so that information can be disseminated to parents in a timely manner.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. All School Readiness sites selected by School Board.	By July 15, 2003	1
2. All selected sites reported to Coalition.	By July 18, 2003	1

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Collaboration with Central Agency-Outcome: In conjunction with the Coalition's Central Agency, develop a Plan for Coordination of Services pertaining to Eligibility, Enrollment and Waitlist.

Comments: Coordination is pertinent in order to comply with single point of entry and unified waiting list requirements of Florida Statutes, Chapter 411.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Identify individual who will serve as the single contact with one back-up person for emergency purposes.	By July 31, 2003	1
2. Schedule and attend at least three meetings with Central Agency to discuss implementation of a coordinated plan for determination of eligibility, enrollment and a unified waitlist, if consistent with requirements of Florida law.	By December 31, 2003	2
3. Present unified plan to Coalition pertaining to eligibility, enrollment and waitlist.	By December 31, 2003	3

Incentive Development Process

Quality dollars will be reimbursed on the following schedule:

Phase 1: Definition- All activities completed by October 31, 2003-release of 20% of funds.

Phase 2: Definition- All activities completed by December 31, 2003-release of 50% of funds.

Phase 3: Definition- All activities completed by March 31, 2004-release of 30 % of funds.

Phase 4: Definition- Follow-up phase: The School Board of Broward is committed to the activities that are to be completed after March 31, 2004 through the end of the term of the contract on June 30, 2004 and as required in connection with the annual report due to be submitted 45 days after the end of the contract term for no additional remuneration other than that set forth in the contracts.

Anticipated Use of Quality Dollars

Below is a potential list of expenditures that the quality dollars may be used for. The list of expenses may include, but will not be limited to, the following:

Possible Provider Incentives:

- Incentives for returning developmental screenings
- Mini-grants for supplies
- Educational supplies

Implementation Costs:

- Screening instruments
- Postage
- Printing costs
- Translation costs
- Staff training

Additional Services/Quality Enhancements:

- Provider training
- Dental screenings
- Staffing, i.e. social worker, clerical, data support, Readiness Specialists (to provide additional technical assistance to providers)
- Curriculum materials
- Staff training

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

School Readiness

Developmental Screenings-

OUTCOME #1: At least one hundred percent (100%) of children enrolled in School Readiness classes will be screened at least once during the contract year.

OUTCOME #2: Of those children who were identified through developmental screenings as needing further evaluations, at least one hundred percent (100%) will receive follow-up services (further evaluation and/or intervention).

Comments: It is intended that all children whose developmental screening indicates a possible developmental delay will be tracked to ensure that they are referred for more in-depth evaluation and that they receive follow-up services to help them meet their developmental needs.

School Board Action Steps		Target Date	Phase
1.	Initiate developmental screening and follow-up protocols.	By October 31, 2003	1
2.	Complete an initial and preliminary analysis of the developmental screening and referral return data.	By January 30, 2004	2
3.	Re-screen children who are flagged on the initial screening to determine which children continue to have delays. Complete a second report of children who are flagged a second time. Continue to monitor child's developmental progress on CDDC Creative Curriculum Developmental Assessment.	By January 31, 2004	3
4.	Complete an initial and preliminary analysis of the effectiveness of the referral and follow-up services process.	By March 31, 2004	3
5.	Refer children who have been flagged twice to school based Child Study Teams. Child Study Teams and parents will determine whether an in depth referral is necessary. (See Section V of Referral Process Guide)	From Jan. 31, 2004 to March 31, 2004	3
6.	Prepare a summary report for children in the program indicating how many have been screened detailing the number of screens conducted and children needing follow-up.	By June 1, 2004	4

**The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004**

Florida First Start

Developmental Screenings

OUTCOME #1: At least eighty-five percent (85%) of children enrolled in Florida First Start will be screened at least once during the contract year.

OUTCOME #2: Of those children who were identified through developmental screenings as needing further evaluation, at least eighty-five percent (85%) will receive follow-up services (further evaluation and/or intervention).

Comments: It is intended that all children whose developmental screening indicates a possible developmental delay will be tracked to ensure that they are referred for more in-depth evaluation and that they receive follow-up services to help them meet their developmental needs.

Action Steps	Target Date	Phase
1. Initiate developmental screening and follow-up protocols.	By October 31, 2003	1
2. Complete an initial and preliminary analysis of the developmental screening and referral return data.	By January 30, 2004	2
3. Complete an initial and preliminary analysis of the effectiveness of the referral and follow-up services process.	By March 31, 2004	3
4. Prepare a summary report for children in the program indicating how many have been screened detailing the number of screens conducted and children needing follow-up.	By June 1, 2004	4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Parent Satisfaction/Involvement– Outcome: Eighty percent (80%) of principals, teachers and parents who respond to the surveys will report satisfaction with the services received.

Comments: It is intended that the survey will be comprehensive and have unified elements across School Readiness programs. It will include an enhanced section to determine parent involvement and mail-in recertification. The data collected will be analyzed and will provide valuable information on individual principals, teachers and parents which will then be used to develop strategies to improve the quality of the programs.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Develop a distribution and analysis plan that will include incentives for schools returning surveys.	By December 31, 2003	2
2. Distribute surveys.	By March 31, 2004	3
3. Collect surveys and compile data.	By May 5, 2004	3
4. Complete a summary report based upon the survey responses that identify trends, barriers and recommendations for change.	By June 1, 2004	4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Parent Linkages- Outcome: Seventy-five percent (75%) of clients requesting support services will be successfully linked with one or more providers of support services.

Comments: This will strengthen existing processes and services that currently involve making referrals by going the extra step and verifying that the client was linked and/or received services. The School Board will collaborate with Family Central to use like definitions for consistency in collecting data.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Parents complete Preliminary Family Assessment and Parent Interest Survey at enrollment.	By August 25, 2003	2
2. Assessment and surveys are reviewed by Master's Level Social Worker (MSW) or Licensed Clinical Social Worker (LCSW) within 30 days of enrollment. Make necessary referrals. Provide services, etc.	By September 30, 2003	3
3. A Social Worker will follow up with parents/families from assessment and surveys, make necessary referrals and provide the needed services.	By October 31, 2003 (Ongoing)	2
4. A multi-disciplinary screening review with Teacher, Teacher Specialist, MSW and other professional (ESE, Health or Mental Health Specialists) held on every child.	By December 15, 2003	2
5. Parent linkages are reviewed at each screening review. Additional family needs are identified. Children and families identified for mental health or social/emotional needs will be flagged for monitoring and/or in depth follow up.	By December 15, 2003 (Ongoing)	2
6. Social Workers will provide crisis intervention, supportive counseling, behavior management and classroom support as needed.	By December 15, 2003	2
7. A Family Services Record documentation will be kept by each Social Worker (MSW and LCSW's) to track referrals and interventions and to ensure follow up with linkages. (Continued Next Page)	By January 31, 2004	3

The School Board of Broward County
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(Continued)		3
8. Complete an initial and preliminary analysis of the linkage process to determine if changes/modifications need to be implemented to further improve the process	By March 31, 2004	3
9. Prepare linkage report analyzing trends regarding the impact of services on families, by identifying the services the families were linked to and the percentage of families that required follow-up.	By June 1, 2004	4

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Parent Involvement Plan— Outcome: Eighty-five percent (85%) of School Readiness parents will participate in one or more activities related to their child's education.

Comments: It is intended for parents to enhance their parenting skills, knowledge and understanding of the educational and developmental needs of their children.

School Board Action Steps	Target Date	Phase
5. Distribute a brochure informing parents of what the preschool child should know and be able to do.	By September 30, 2003	1
6. Engage parents as partners in their child's education by updating them of current and useful information through the bulletin board, calendars, newsletters, etc.	By September 30, 2003	1
7. Provide opportunities for parents to participate in the program in activities such as volunteering in the classroom, assisting in the cafeteria and chaperoning during field trips.	By March 31, 2004	3
8. Teachers hold two parent child conferences and make two home visits during the school year to discuss their child's progress and seek parent input.	By March 31, 2004	3
9. Invite parents to attend parenting sessions that may be offered by program staff and/or in their respective communities.	By March 31, 2004	3

Comments: It is intended to provide opportunities for children and families to participate in family literacy activities.

School Board Action Steps	Target Date	Phase
1. Encourage families to get library cards and use library services frequently.	By December 31, 2003	2
2. Invite parents to an activity focused on "How to Help My Child Learn".	By December 31, 2003	2
3. Send home suggested learning activities for parents to do with their child.	By December 31, 2003	2
4. Share poetry books and journals created by their child with parents	By December 31, 2003	2

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Comments: It is intended to assist parents in becoming their children's advocates as they transition from home to school and into Kindergarten.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Teachers hold a mandatory Parent Orientation during the first month of child's attendance to inform parents of respective program and parent responsibilities.	By September 30, 2003	1
2. Provide an initial report that summarizes the number of parents that attended Parent Orientation activities from August-September.	By September 30, 2003	1
3. Develop a summary report analyzing the effectiveness of parent involvement from September-October 31.	By December 31, 2003	2
4. Hold staff/parent meetings to update the parent of their child's progress while enrolled in the School Readiness program.	By March 31, 2004	3
5. Provide parents with information and activity packet to use with their child during the summer in preparation for Kindergarten.	By March 31, 2004	3
6. Prepare a report analyzing the effectiveness of parents attending school activities and its impact on student attendance (i.e. samples of parent activities, comments from teachers and parents)	By March 31, 2004	3

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Primary Health Care – OUTCOME: Eighty percent (80%) of children enrolled in the program will be up-to-date with immunizations and have a health care provider in place by the end of the contract year.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
3. Develop processes/protocols for appropriate strategies to assist families to obtain immunizations and a primary health care provider and to track the data.	By October 31, 2003	1
2. Implement the primary health care assistance and tracking process.	By January 30, 2004	2
3. Complete an initial and preliminary analysis of the return date on primary health care to determine if changes/modifications need to be implemented to further improve the process.	By March 31, 2004	3
4. Prepare a summary report for children in the program indicating how many have an up to date immunization record and a primary care provider.	By June 1, 2004	4

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Termination Reasons – Outcome: Implement any appropriate interventions determined by an analysis of baseline data on the reasons why families terminate services.

Comments: This will provide the Broward School Readiness Coalition with baseline data to analyze why families terminate School Readiness services. The School Board will collaborate with Family Central to use like definitions in collecting data for termination reasons.

Action Steps	Target Date	Phase
1. Pull data and complete an initial and preliminary analysis of the termination report for reporting periods September, October and November and December.	By January 31, 2004	Phase 3
2. Pull data and update the report for reporting periods January, February, March and April analyze the reasons given in both reports and provide a summary of the initial findings.	By April 30, 2004	Phase 3
3. Prepare a summary report based upon the analysis of the reasons given to terminate services that identifies trends, barriers and recommendations for change.	By June 1, 2004	Phase 4

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Attendance Plan-- Outcome: Ninety percent (90%) attendance in School Readiness classrooms.

Comments: It is intended to survey and analyze attendance data to determine attendance in our School Readiness program. The data collected will be analyzed and will provide valuable information, which will be used to develop strategies to help attain the goal of 90% classroom attendance in our School Readiness classrooms.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Develop an in-house monthly reporting system which links to school's attendance records highlighting children that have been absent more than 10% of school days.	By September 30, 2003	1
2. Determine if there is a medical basis for child's absence or significant family crisis.	By September 30, 2003	1
3. Analyze collected data to see if a pattern exists.	By September 30, 2003	1
4. Develop a survey for families to find out why they are keeping children home, that includes potential reasons.	By September 30, 2003	1
5. Develop a summary report for linkage results from Sept. 1-Oct. 31 that identifies trends, patterns and potential reasons for children that have been absent more than 10% of school days.	By October 31, 2003	1

Comments: It is intended to educate parents on the importance of their child attending school every day.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Develop parent meetings focusing on brain development and the importance of child's consistency in attendance and how it is tied to academic performance. Provide handouts and translations for second language speakers.	By September 30, 2003	1
2. Implement an incentive-based parent involvement program where parents will assist in the classroom at least twice during the school year.	By September 30, 2003	1
3. Provide a letter for parents to submit to employers regarding parent involvement request. <u>(Cont'd Next Page)</u>	By September 30, 2003	1

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<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
(Cont'd)		
4. Prepare a report analyzing the effectiveness of educating and involving parents and its impact on student attendance.	By December 31, 2003	2

Comments: It is intended that the community will provide incentives that will reward families who demonstrate good attendance.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Establish a committee to explore options in the community for incentives from large retail stores such as Publix and Target or Certificates for families to redeem at a food distribution program or parent store.	By September 30, 2003	1
2. Establish a point person to link with contact person who is responsible for overall partnerships with School Board with goal of expansion of potential partners to meet the needs of our preschool children.	By September 30, 2003	1
3. Prepare a report on the committees' effectiveness in developing partnerships with local merchants that will participate in the families attendance incentive plan.	By December 31, 2003	2
4. Develop community partnerships for preschool programs at each school for families to receive incentives for good attendance from local community merchants.	By December 31, 2003	2
5. Incentive plan will be distributed to families and posted on parent information board at the school.	By December 31, 2003	2
6. Prepare a report analyzing the effectiveness of the incentive plan and the impact on student attendance.	By March 31, 2004	3

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Comments: It is intended to involve the parent and the child in the plan so that the child would want to go to school and the parent will enjoy receiving an incentive for the child's good attendance.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Design monthly incentive attendance cards to be distributed to each child for self-monitoring of daily attendance with intended goal to achieve highest potential of days in school.	By September 30, 2003	1
2. During circle time each morning, teachers normally take attendance, but an additional step would be added. Children would be able to punch a hole or place a sticker on their attendance card if they were present.	By September 30, 2003	1
3. If the entire attendance card is full of stickers or has all dates hole-punched, the teacher would initial the card and the parent would be able to turn the card in to receive their incentive for that month.	By December 31, 2003	2
4. Prepare a report analyzing the effectiveness of the incentive plan and the impact on student attendance.	By March 31, 2004	3

Comments: It is intended to explore a creative payment schedule to provide discount fees based on attendance.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Monitoring daily attendance.	By October 31, 2003	1
2. Parents who maintain regular payments according to payment schedule.	By October 31, 2003	1
3. Parent's compliance to initial payment upon child entering school.	By October 31, 2003	1
4. Notification to parents once child has achieved 100% attendance during payment period or for those students with medical conditions who have achieved at least 85% attendance. Parent will receive a fee reduction for the subsequent payment by a percentage that will be predetermined.	By October 31, 2003	1
5. Developing an analyzing report of the feasibility of discount of fees that align with increased attendance.	By March 31, 2004	3

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Comments: It is intended to explore options to extend our hours of operation.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. A scholarship fund will be established for businesses or other entities to make a financial contribution in support of children who meet the guidelines for attendance and/or for those families who are unable to afford after school care as a result of a family crisis.	By December 31, 2003	2
2. Writing a grant to extend the hours of care.	By December 31, 2003	2
3. Working with Before and After School Coordinator developing a plan for implementation.	By December 31, 2003	2
4. Developing a report that shows relationship between the provision of after school care and increase of attendance throughout the school year.	By March 31, 2004	3
5. Prepare a summary report based upon the total number of students enrolled for 180 days for 100% of the time. Identify trends, barriers and recommendations for change.	By June 1, 2004	4