

AGENDA REQUEST
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

| | | | |
|--------------------------|--|--|---------------------------|
| Meeting Date 08/05/03 | <input type="checkbox"/> Open Agenda <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Agenda Item Number I-2 |
|--------------------------|--|--|---------------------------|

TITLE:
 Amendment to Expansion of Driver's Education Program

REQUESTED ACTION:
 Approval of this amendment to agreement with Broward County Government, which will allow a revision to the budget resolution with the Broward County Commission to provide funds for the Driver's Education Program.

SUMMARY EXPLANATION AND BACKGROUND:
 Earlier this year, the School Board approved a contract with the Broward County Commission to provide additional dollars to underwrite the cost of enhancing the district's Driver's Education Program. This agreement is based on an action taken by the Florida Legislature in 2002, which added \$3 to every traffic citation to be used to provide automobiles to be used for road experience.

In the budget resolution approved by the County Commission on April 29, 2003, a specific amount of \$111,054 was referenced along with the district's purchase of 6 cars for the program. The district was actually able to purchase 8 cars for the same amount. The purpose of this amendment is to accurately reflect both the amount of funds that will be transmitted to the district and the number of cars that will be purchased with those funds.

This contract will remain in affect until September 30, 2003. Staff anticipated additional amendments to aid in the ongoing transmittal of funds as they are collected.

Approved as to form by School Board Attorney.

It is Broward County policy that the School Board execute this agreement first.

MAJOR SYSTEM GOALS:

- Goal One: All students will achieve at their highest potential.
- Goal Two: All schools 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 will work together to build a better school system.

FINANCIAL IMPACT:
 As a result of this Agreement, \$111,054 will be provided to the school district by Broward County Government.

EXHIBITS: (List)

1. Amendment to Agreement
2. Exhibit D - Amendment #1 Scope of Services
3. Exhibit D-1 Amendment 1

| | |
|-----------------|---|
| APPROVED | SOURCE OF ADDITIONAL INFORMATION: |
| | Diane Carr (954) 768-8929 Merrie Meyers-Kershaw (954) 765-6970 |

(For Official School Board Records' Office Only) Name _____ Phone _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 DIVISION OF COMMUNICATIONS, STRATEGIC PLANNING & COMMUNITY RELATIONS
 DR. NANCY G. TERREL, ASSISTANT SUPERINTENDENT
 AUG - 5 2003

Approved in Open Board Meeting on: _____
 By: *Louis Wepler* School Board Chair

FIRST AMENDMENT

between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

Driver and Safety Education, 03-CSAD-8267-01

This is the Second Amendment to the Agreement entered into this 5th day of August, 2003, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

And

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as "PROVIDER" and shall amend that Agreement by and between Broward County and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA entered into by and between the parties on the 10th day of June, 2003 ("Agreement");

WHEREAS, on April 29, 2003 (Agenda Item #24) the Board of County Commissioners authorized the County Administrator to negotiate and enter into contract with the School Board of Broward County, Florida for a sum not to exceed one hundred eleven thousand fifty-four dollars (\$111,054.00) for the provision of traffic education programs in public and non-public Broward County schools; and

WHEREAS, on June 24, 2003 the Board of County Commissioners authorized appropriation of \$34,000 from the Driver's Education Safety Trust Fund for the purpose of purchasing two additional vehicles and associated maintenance costs related to the Driver and Safety Education Program, and directed staff to amend the existing contract accordingly; further authorizing the County Administrator to take necessary budgetary action for implementation; and

WHEREAS, the funding amount referred to in Article 4, Section 4.1 for the Initial Term of the Agreement must be increased by thirty-four thousand dollars (\$34,000.00) from one hundred eleven thousand fifty-four dollars (\$111,054.00) to one hundred forty-five thousand fifty-four dollars (\$145,054.00);

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WHEREAS, the County and Provider desire to modify the Scope of Services of the Agreement such that Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for the Driver and Safety Education Program are hereby deleted and the attached Amended Exhibit D and Exhibit D-1 for the Driver and Safety Education Program are hereby inserted in their place.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- I. Commencing June 10, 2003, Article III, Scope of Services, Section 3.1 of the Agreement shall be amended as follows:
 - 3.1 PROVIDER agrees to provide the services set forth in amended Exhibit D for the Driver and Safety Education Program, Scope of Services and to meet the outcomes as set forth in Exhibit D-1 as amended for the Driver and Safety Education Program

- III Commencing June 10, 2003, Article IV, Funding & Method of Payment, Section 4.1 of the Agreement shall be amended as follows:
 - 4.1 The annual maximum amount payable by COUNTY for the Initial Term and each Option Period under this Agreement shall be ~~One Hundred Eleven Thousand Fifty-four Dollars (\$111,054.00)~~ One Hundred Forty-five Thousand Fifty-four Dollars (\$145,054.00) ("Contract Amount").

- IV Commencing June 10, 2003, Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for Driver and Safety Education Program, 03-8267-CSAD-1, are hereby deleted and the attached amended Exhibit D, Scope of Services, and Exhibit D-1, Outcomes, for the Driver and Safety Education Program, 03-8267-CSAD-1, are hereby inserted in their place.

- V All other terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect.

- VI This Amendment is hereby made a part of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement 03-8267-CSAD-1 on the respective dates under each signature: **BROWARD COUNTY** through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Board action on the 24th day of June, 2003 and **PROVIDER**, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, through its
County Administrator

County Administrator

day of _____, 200__

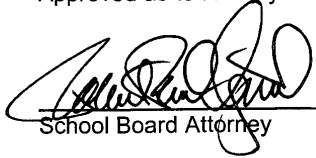
Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Assistant County Attorney

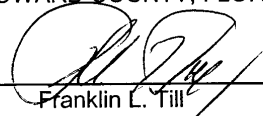
PROVIDER

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

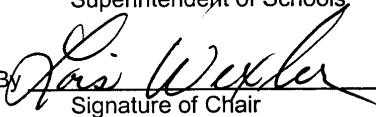
Approved as to form by



School Board Attorney

By 

Franklin L. Till
Superintendent of Schools

By 

Signature of Chair
Lois Wexler

(SCHOOL BOARD SEAL)

5 day of August 20 03.

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EXHIBIT D - Amendment #1
SCOPE OF SERVICES

Program Name: Driver and Safety Education Contract # 03-CSAD-8267-01
Agency Name: School Board of Broward County Program #: 1
Division: CSAD

I. Scope of Services

The Provider agrees to provide a Driver Training Program (Taxonomy PL-740.190) to **Broward County high school students (“Client(s)”**). The Driver Training Program shall provide instruction for Clients who want to learn to drive a motor vehicle.

The program will provide both theoretical (in-classroom) and practical (behind-the-wheel) instruction in driving safety awareness. The program will include Drug Alcohol Tobacco/Traffic Education (D.A.T.E.) Certification for students who complete the program.

In accordance with Florida State and Broward County School System requirements, the program will include 60 total hours of instruction per session, including four to six hours of driving time for each student over the duration of the session.

The program will be offered only during summer sessions. These sessions will be open to students of both public and non-public secondary schools and to students of varying exceptionalities and physical abilities.

A minimum of 80 unduplicated students will be served.

II. Requirements

- A. Cultural Competence: Provider will assure equal access to quality services by diverse populations by:
 - 1. Promoting and supporting the attitudes, behaviors, knowledge and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
 - 2. Developing and implementing a strategy to recruit, retain and promote qualified, diverse and culturally proficient administrative clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
 - 3. Requiring and arranging for ongoing education and training for

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administrative, clinical and support staff in culturally and linguistically proficient service delivery.

4. Incorporating, where applicable, program specific standards, i.e. "Cultural Competence Standards in Behavioral Health Services in District 10, Broward County, Florida" for ADMH and DD. Upon request, Provider provide a "needs assessment" to collect pertinent baseline information to be utilized in validating culturally diverse needs and accomplishments.
- B. Family Success: Provider agrees that in its delivery of services, to give a preference to clients of the Family Success Administration Division and as otherwise provided in this Exhibit D and in this Agreement.
 - C. Commission Districts: At the date of execution of this Agreement, the service locations and the respective Commission District where services are to be provided under this Agreement are as follows:

All Commission Districts
 - D. Request for Applications: Provider agrees to abide by all of the covenants and representations contained in the Request for Applications submitted by Provider upon which this Agreement was based and Provider agrees that such covenants and representations shall form and become a part of this Agreement.

III. Definition of Units of Service

A unit is defined as:

- I. Car (includes maintenance): Purchase of one (1) car
- II. Instruction: One (1) hour of instruction

A unit of service will only be considered as delivered and payable when the unit of service has been reported in the Human Services client information software system or other pre-approved communication system and submitted via diskette or other pre-approved communication method to COUNTY. COUNTY can change the communication system that is to be used and submitted by PROVIDER for reporting units of service, at any time, upon notification to PROVIDER in writing. Additionally, if applicable, all required fields within the software system must be completed thoroughly and accurately for units of services to be considered as delivered and payable. All units of service reported on diskette or other approved method of

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telecommunication must correspond to the units of service reported on invoices submitted for billing purposes.

IV. Cost Per Unit of Service

- A. Car (includes maintenance): \$14,525.00
- B. Instruction: \$120.25

Where Provider bills at an hourly rate, COUNTY agrees to reimburse for full 15 minute increments, unless otherwise provided herein, at the rate of 1/4 of the respective unit rate, so long as Provider has provided the unit of service as required under the definition of a unit of service.

V. Maximum Number of Units to be Purchased/ Maximum Dollar Amount

- A. Car (includes maintenance)
Units Per Term of Agreement: ~~6~~ \$ Amount Per Term of Agreement: ~~\$82,200.00~~
8 \$116,200.00
(Unless otherwise agreed to in writing by County Contract Administrator)

- B. Instruction:
Units Per Term of Agreement: 240 \$ Amount Per Term of Agreement: \$28,854.00

(Unless otherwise agreed to in writing by County Contract Administrator)

Total \$ Amount Per Term of Agreement: ~~\$111,054.00~~ \$145,054.00

VI. Outcomes/Indicators

Outcomes and indicators are attached.

VII. Other County Requirements

- A. Housing: In the event room and board or any other housing service is provided under this Agreement, the following shall apply unless otherwise indicated:
 1. Provider agrees to provide room and board in clean and reasonably comfortable facilities acceptable to County for all services rendered under this Agreement. The adequacy of room and board shall be evaluated during any Site Visit by County staff.
 2. Room accommodations shall include a bedroom that is safe, clean, and well-maintained, supplied with a bed with a clean mattress in good

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condition, and no smaller than a twin sized bed. The bedroom lighting must be safe and sufficient for reading and the room must also contain at least one storage area for the Client's personal belongings. The facility must also supply adequate toilet and bathing accommodations.

3. Board accommodations shall include three meals a day and snacks. The evening meal shall be hot, nutritionally sound and substantial. Meals may be prepared by Provider for the Client, or Provider may supply the Client with sufficient quantities of nutritious food and the proper utensils and supplies needed so that the Client may prepare his/her own meals. If a referred Client should have any specific dietary needs, Provider agrees to make a reasonable effort to accommodate these needs.
4. Provider agrees to maintain house rules which support and encourage each Client's participation in the Program as prescribed by his/her treatment plan. Provider also agrees to submit the necessary documentation to the Contract Administrator or designee to aid in monitoring at the facility and at any County sites, if applicable.
5. Provider agrees to facilitate continuity of care for the benefit of Clients by linking with other homeless continuum of care service providers by prioritizing Clients identified as "homeless" for this Scope of Services.
6. Provider agrees to share Client information, upon written request of Client, with other homeless continuum of care and human services providers in the Network. Provider agrees to provide any and all Client information and reports, required by County, in order to measure outcomes, obtain administrative data or include Clients in County's "Client Advocate" case management coordination and aftercare program to facilitate Client access to housing and services.
7. Definition of Homeless: "A person sleeping in a place not meant for human habitation or in an emergency shelter, a person in transitional or supportive housing for homeless persons referred from community agencies, hospitals, churches, and the police department who originally came from the street or an emergency shelter. The program does not cover populations who are at risk of becoming homeless."

B. Cultural Competence:

1. In the event mental health and/or substance abuse services are provided under this Agreement, Provider will comply with the

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implementation of standards, goals and objectives in the document "Cultural Competence Standards in Behavioral Health Standards in District 10, Broward County, Florida. Specific for Fiscal Year 2002-2003, Provider agrees to 1) collaborate with the cultural competence workgroup, implement a needs assessment to collect baseline information; 2) develop an agency provider cultural competence plan based on standards adopted by the cultural workgroup; and 3) involve staff in cultural competence training activities.

2. Upon the request of the Human Services Department, participate in the development and implementation of an integrated health care system in the manner requested by the Human Services Department.

C. HIPAA Compliance: In the event, PROVIDER is considered a covered entity and is required to comply with the Health Insurance Portability and Accountability Act of 1996, (hereinafter known as "HIPAA"), PROVIDER shall if requested by COUNTY, execute the attached Business Associate Agreement or a similar negotiated agreement for the purposes of compliance with HIPAA, that will govern the exchange of individually identifiable health information maintained by PROVIDER. These provisions only address Privacy Rules which does not preclude COUNTY from disclosing protected health information to report unlawful conduct in accordance with 45 CFR 164.502(j). It is expressly understood by the parties that where COUNTY is funding services, COUNTY personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance, monitoring and auditing.

VIII. Special Division Requirements (if appropriate)

Check here if applies ___ Provider agrees to match the dollar amount actually paid by County to Provider ("Paid Contract Amount") in an amount equal to 12 1/2% of the Paid Contract Amount. The match may be provided in the form of cash, direct units of service or in-kind contributions. In-kind contributions may only include a portion of staff salaries, volunteers, administrative overhead, equipment, space dedicated to the services provided under this Agreement, and other in-kind contributions as agreed to in writing by the Contract Administrator. Provider shall provide proof of the match on or before the due date of the invoice(s) which include(s) the last 12 1/2% of payment due from County to Provider. Such proof shall also include such documentation as the Contract Administrator may require in his/her sole and absolute discretion. To the extent that Provider fails to provide such proof, then that amount shall be deducted from any amounts due and owing by County to Provider under this Agreement or any other agreements between the parties.

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- B. Organizational Profile: The Organizational Profile for Providers is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education and human services planning in the County. It is used for the purpose of collecting data for a county wide resource inventory. The Children's Services Advisory Board has adopted a resolution that states that all funding recommendations and future reimbursements are contingent upon a completed Organizational Profile on file with First Call for Help. This profile is due upon request.
- C. Client Risk Prevention and Incident Reporting Requirement
- Provider shall 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 state-wide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FS, this is binding upon both the Provider and its employees.
- D. A minimum of 80 Clients will be served.
- E. Any access by County to records and Client files maintained by Provider shall be in accordance with applicable law including, without limitation, The Family Educational Right to Privacy Act, 20 USC Section 1232g, and Section 1002.22, Florida Statutes.

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EXHIBIT D-1 Amendment 1

OUTCOMES

Program Name: Driver and Safety Education Contract # 03-CSAD-8267-01
 Agency Name: School Board of Broward County Program #: 1
 Division: CSAD

| Program Type | Activities | Outcomes | Indicators | Data Source | Data Collection Method |
|-----------------|--|---|---|-------------|--|
| Driver Training | Provider will provide instruction for Clients who want to learn to drive | Clients improve their knowledge of driver safety awareness. | 95% of participants will improve their knowledge of driver safety awareness. | Clients | Pre/post test |
| | | Clients receive DATE Certification | 95% of participants will receive the Drug Alcohol Tobacco/Traffic Education (D.A.T.E.) Certification. | Certificate | Copies of certificates for each participant on file. |

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