

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 01/18/2005	Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Agenda Item Number F-2
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TITLE: Contract with Family Central Inc. (FCI) for the 2004-05 school year

REQUESTED ACTION:
 Approve the contract between The School Board of Broward County, Florida (SBBC) and Family Central, Inc. (FCI).

SUMMARY EXPLANATION AND BACKGROUND:
 Approval of this contract will allow the School Board to receive funds through Family Central, Inc. as a subcontractor to its current project with the Broward School Readiness Coalition (BSRC). Castle Hill Elementary and Cypress Elementary will serve as feeder elementary hubs for this project. Each hub acts as the link for 10 community based childcare centers. The major goal is to improve the quality of school readiness services. This will be done through technical assistance and training for community childcare providers. Additionally, the project will provide services to more than 440 four-year-olds in the community to enable them to enter Kindergarten better prepared to learn. As part of this collaboration, Nova Southeastern University has been contracted by FCI to provide train-the-trainer services in the areas of early literacy, mathematics, and inclusion. This contract is approved by legal counsel as to form.

SCHOOL BOARD 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 demonstrate best practices while supporting student achievement.
 •Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:
 The financial impact is \$340,000. The source of funding is Family Central, Inc. through its contract with BSRC. The district's contribution is included in the department's budget.

EXHIBITS: (List)
 Proposed contract with Family Central, Inc.

BOARD ACTION: <p align="center" style="font-size: 1.2em;">APPROVED</p> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: Jeannie Floyd 754-321-1951 <small>Name Phone</small>
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
CURRICULUM & INSTRUCTION/STUDENT SUPPORT
 Earlean C. Smiley, Ed.D., Deputy Superintendent

Approved in Open Board Meeting on: JAN 18 2005

By: *[Signature]* School Board Chair

Revised July 31, 2003
 FT/E.Smiley/J.B.Floyd

SUBCONTRACT

THIS SUBCONTRACT is made and entered into this _____ day of September, 2004, by and between **FAMILY CENTRAL, INC.** (hereinafter referred to as "Family Central"), and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter referred to as the "SBBC"). Hereinafter Family Central and the SBBC may be individually referred to as "Party" or jointly as the "Parties."

WHEREAS, on July 29, 2004, Family Central entered into Contract No. FCI-05-SR3 with the Broward County School Readiness Coalition, Inc. (the "Coalition") with a retroactive effective date of July 1, 2004 (the "Coalition Contract"), pursuant to which Family Central will provide Technical Assistance and Training service in connection with the School Readiness Program administered by the Coalition; and

WHEREAS, Family Central desires to retain the SBBC to provide services as a subcontractor to Family Central in connection with Family Central's performance under the Coalition Contract; and

WHEREAS, the SBBC desires to perform the services described in this Subcontract as a subcontractor to Family Central in connection with Family Central's performance under the Coalition Contract.

NOW THEREFORE, in consideration of mutual promises set forth herein, the Parties hereby agree as follows:

1. Services to Be Provided. The SBBC hereby agrees to provide the services described in the Scope of Work set forth in Attachment I which attachment is incorporated by reference herein and made a part of this Subcontract. The SBBC's performance under this Subcontract shall be measured by the Performance Measures set forth in Attachment I.
2. Cost of Services. Family Central will pay the SBBC up to \$340,000 inclusive of costs, for the services provided under this Subcontract during the Term of this Subcontract. Payment under this Subcontract is contingent upon an annual appropriation by the State of Florida Legislature and availability of any and all applicable federal, state and local funds. The Coalition shall be the final authority as to the availability of funds for the Coalition Contract and this Subcontract, and as to what constitutes an "annual appropriation" of funds. If such sufficient funds are not appropriated or available for this Subcontract, such event will not constitute a default by Family Central. Family Central agrees to notify the SBBC in writing at the earliest possible time if it is notified by the Coalition that funds are not appropriated or available.
3. Payment.
 - a. The SBBC shall submit to Family Central a monthly invoice by the tenth (10th) calendar day of the month for services rendered during the preceding month. Source documentation to support allowable costs must be available for onsite monitoring. Source documentation may include, but is not limited to, cancelled checks, paid bills, payroll records, time and attendance records and other similar records.

- b. The SBBC will be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Subcontract. Payments will not be authorized for disbursement until Family Central has received a properly completed invoice and has approved the reports for all service tasks related to the work completed during the month.
 - c. The SBBC shall submit invoices in sufficient detail for a proper pre-audit and post-audit thereof.
 - d. The parties agree that a budget has been submitted and is attached to this Subcontract as Exhibit A to Attachment I.
 - e. Where applicable, the SBBC shall submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes, or such lower rate as established by the Coalition.
 - f. The SBBC shall provide units of deliverables, including reports, findings and drafts as specified in this Subcontract to be received and accepted by Family Central prior to payment.
 - g. The SBBC shall comply with the criteria as set forth in this Subcontract and the final date by which such criteria must be met for completion of this Subcontract.
 - h. The SBBC shall submit a final invoice for payment to Family Central no later than 30 calendar days after this Subcontract ends or is terminated. If the SBBC fails to do so, all rights to payment are forfeited and Family Central will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Subcontract may be withheld at anytime until all reports due from the SBBC and necessary adjustments thereto have been approved by Family Central.
4. Compliance With Applicable Laws. In performing work under this Subcontract, the SBBC shall comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, the following:
- a. Public Records Act. The SBBC shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the SBBC in conjunction with this Subcontract. It is expressly understood that Family Central may unilaterally cancel this contract for the SBBC's refusal to comply with this provision.
 - b. Confidentiality of Records. The SBBC and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in Sections 39.0132, 39.202, and 39.814, Florida Statutes, 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 SBBC hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in Section 39.205, Florida

Statutes. The SBBC further agrees to comply with Section 411.011, Florida Statutes, as it relates to records of children in School Readiness Program.

- c. CCDF and TANF. The SBBC shall ensure that all its activities under this Subcontract 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. Parts 260-265, and other applicable federal regulations and policies promulgated thereunder.
- d. Unauthorized Aliens. The SBBC agrees that unauthorized aliens shall not be employed. Family Central shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this contract by Family Central.
- e. Clean Air and Water Act. When applicable, if this contract is in excess of \$100,000, the SBBC shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 7606), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. part 15). The SBBC shall report any violation of the above to Family Central.
- f. Lobbying. When applicable, if this Contract is in excess of \$100,000, the SBBC must, prior to Subcontract execution, complete the *Certification Regarding Lobbying* form, included in this Subcontract as Attachment 3.C. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from Family Central. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to Family Central.
- g. Debarment and Suspension. When applicable, as required by the regulation implementing Exec. Order No. 12549, Debarment and Suspension 29 C.F.R. Part 98, the SBBC is not presently nor previously within a three-year period preceding the effective date of the contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The SBBC will provide assurances of compliance as certified in Attachment 3.B. entitled *Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transaction*.
- h. Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 C.F.R. Part 98, subpart F, the SBBC will provide a drug-free workplace as certified in Attachment 3.D. entitled *Certification Regarding Drug-Free Workplace Requirement*.

- i. E.E.O. The SBBC 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., part 60, if applicable.
 - j. Pro-Children Act. The SBBC 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 civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
 - k. Non-Discrimination and Harassment-Free Workplace. The SBBC, as certified in Attachment 3.E. shall not discriminate against any employee employed in the performance of a contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The SBBC shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management.
 - l. Energy Policy and Conservation Act. The SBBC agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - m. Construction or Renovation of Facilities Using Program Funds. The SBBC is aware that pursuant to 45 C.F.R. part 98.54, CCDF funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.
5. Audits and Records.
- a. Representatives of Family Central, the Coalition, the Chief Financial Office of the State of Florida or the Auditor General of the State of Florida, or representatives of the Federal government and their duly authorized representatives shall have access, for purposes of examination to any books, documents, papers and records of the SBBC as they may relate to this Subcontract.
 - b. The SBBC shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Subcontract.
 - c. When applicable in accordance with Attachment II, the SBBC will provide a financial and compliance audit to Family Central within 120 days of the end of The SBBC's fiscal year and ensure that all related party transactions are disclosed to the auditor.
 - d. The SBBC shall retain all records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Subcontract for a period of five (5) years after termination of this 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 through litigation or otherwise. The SBBC will cooperate with Family Central and/or the Coalition to facilitate the duplication and transfer of any said records or documents, upon request of Family Central and/or the Coalition.

- e. The SBBC shall maintain accurate program and service data relating to services provided under this Subcontract that is accessible to Family Central and the Coalition.

6. Monitoring.

- a. In order for the Family Central and the Coalition to effectively administer and safeguard the effective use of state and federal funds for the School Readiness Program, Family Central and the Coalition shall have the right to inspect any records, papers, documents, facilities, goods, and services of the SBBC that are relevant to this Subcontract. Family Central and the Coalition shall also have the right to interview any SBBC employees and clients or participants of the School Readiness Program services provided under this Subcontract to assure that: (1) the funds received by the SBBC are being expended in accordance with this Subcontract and, (2) quality services are being delivered by the SBBC. Such inspection will be done upon reasonable notice to the SBBC and with cooperation of the SBBC, so as not to disrupt services.
- b. Family Central shall deliver to the SBBC a written report of the findings of any monitoring. The SBBC will be requested to develop a corrective action plan for any deficiencies noted. The SBBC hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.
- c. The SBBC agrees to cooperate with Family Central and/or the Coalition's performance audits and financial audits.
- d. The SBBC understands that monitoring is intended to be in addition to other audit requirements found in other parts of this Subcontract and is not to be construed as a limitation thereof. The SBBC further understands that monitoring may be conducted by Family Central and/or the Coalition to determine compliance with requirements, the extent to which key indicators of performance are being achieved and to validate internal quality improvement systems and findings.
- e. Family Central shall conduct monitoring reviews annually (at a minimum) during the term of this Subcontract to assess the quality of services provided to children and families under this Subcontract.
- f. In addition to monitoring by Family Central, performance under this Subcontract may also be subject to monitoring by the Coalition.
- g. Monitoring reviews by the Coalition will be conducted by a team that may include the Coalition's contract monitoring staff, a Coalition member, staff from the Partnership,

staff who are providing similar services in other areas of the State of Florida and staff from other funding agencies who have received training in the Coalition's monitoring process. The review process shall include a staff survey, case file reviews and interviews with staff, families and community stakeholders. The SBBC shall fully cooperate with these reviews.

- h. The SBBC shall ensure that all records pertinent to this Subcontract are available at all reasonable times for inspection, review, copying or audit by Federal auditors, representatives of the Comptroller of the State of Florida or the Auditor General of Florida, or other personnel duly authorized by Family Central, the Coalition or the Florida Partnership for School Readiness.
 - i. The SBBC shall provide requested documentation and otherwise cooperate with Family Central and the Coalition in order to successfully complete any quality assurance review. The quality assurance review team shall have access to the SBBC's customer and service files, customer satisfaction surveys, and to monitor the services provided under this Subcontract. Family Central reserves the right to monitor the services provided under this Subcontract on-site without prior announcement to the SBBC if the visit is solely for review of records. If Family Central is to monitor the classroom or meet with Principals, at least 24 hours prior notice must be given to the SBBC which is consistent with any Broward Teacher's Collective Bargaining Unit contract provision.
 - j. The SBBC shall establish and maintain an internal quality improvement process to assess its performance under this Subcontract. The internal quality improvement process must be approved in writing by Family Central.
7. **Sponsorship.** The SBBC, in sponsoring a program financed wholly or in part from funds obtained through this Subcontract, shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by the Broward County School Readiness Coalition" and the "State of Florida, Florida Partnership for School Readiness." If the sponsorship reference is in written material, the words "Broward County School Readiness Coalition" and "Florida Partnership for School Readiness" shall appear in the same size letters or type as the name of the SBBC.
8. **No Subcontracts.** Except as otherwise provided herein, the SBBC shall be solely responsible for the manner and means in which services are performed under this Subcontract. The SBBC shall not subcontract for any of the work contemplated under this Subcontract. The Coalition may undertake or award supplemental contracts for work related to this Subcontract, or any portion thereof. The SBBC shall cooperate with such other contractors of the Coalition and the Coalition in all such cases.
9. **Staffing.**
- a. The SBBC shall maintain sufficient staff to deliver the agreed upon services required by this Subcontract. The SBBC will ensure that all of its staff are appropriately

qualified in accordance with any applicable state, federal and/or county laws and/or regulations. In the event that Family Central determines, or the Coalition notifies Family Central that, the SBBC is not maintaining staff sufficient to deliver the services required by this Subcontract, or that performance by certain SBBC staff is insufficient to deliver contracted services, the SBBC shall work with Family Central to develop a corrective action plan to address any staffing issues.

- b. SBBC employees and volunteers, who, as part of their duties and responsibilities, spend forty hours or more per month in early care and education program(s), must submit to a local state criminal records check within ten days of employment in accordance with Section 435.03(1), Florida Statutes.
- c. The SBBC agrees to notify Workforce One, Inc. of all entry level employment opportunities associated with this Subcontract which require a high school education or less. In the event that the SBBC employs a person who was referred by the Work Force One, Inc. office, the SBBC shall notify Family Central which shall, in turn, notify the Coalition.

10. Property Purchased With Subcontract Funds.

- a. Pursuant to section 273.02, Florida Statutes, the word "nonexpendable property" as used in this section means equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.
- b. All non-expendable property, purchased with funds received by the SBBC under this Subcontract, shall be listed on the property records of the SBBC. The SBBC shall inventory annually and maintain accounting records for all non-expendable property purchased with Subcontract funds and submit an inventory report to Family Central with its annual report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.
- c. At no time shall the SBBC dispose of non-expendable property purchased with funds received from Family Central under this Subcontract without the written permission of Family Central, which shall obtain the written permission of the Coalition and instructions for disposition of the property from the Coalition.
- d. Immediately upon discovery, the SBBC shall notify Family Central, in writing, of any non-expendable property loss with the date and reason(s) for the loss.
- e. The SBBC shall be responsible for the correct use of all equipment furnished under this Subcontract.

f. Title (ownership) to all property (not limited to purchases exceeding \$1000) acquired with funds from this Subcontract shall be vested in the Coalition and said property shall be transferred to the Coalition upon completion or termination of this Subcontract unless otherwise authorized in writing by the Coalition. In addition to the nonexpendable property identified above, the SBBC will maintain a separate list of property that has a useful life greater than one year that will be returned to the Coalition upon termination of the contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

11. Information Technology Resource Acquisition. The SBBC shall not purchase any Information Technology Resources as defined in section 282.0041(7), Florida Statutes, without Family Central first obtaining prior written approval for such purchase from the Coalition.

12. Indemnification.

a. Without waiving sovereign immunity and to the extent permitted by § 768.28, F.S., the SBBC agrees to be liable for and indemnify, defend, and hold Family Central, the Coalition and all of their officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the SBBC, its agents, officers, or employees during the performance or operation of this Subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this Subcontract. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

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

13. Insurance.

- a. The SBBC shall maintain adequate liability insurance coverage on a comprehensive basis and 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), Florida Statutes, the SBBC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the SBBC and the clients to be served under this Subcontract. Within five (5) business days of the execution of this Subcontract, the SBBC shall furnish Family Central written verification supporting both the determination and existence of such insurance coverage and naming both Family Central and the Coalition as an additional insureds on such coverage (except workers compensation). A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. All insurance policies shall be with the insurers qualified and doing business in Florida.
 - b. During the Contract term, the SBBC at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.
 - c. Family Central shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the SBBC.
 - d. The SBBC, during the life of this Subcontract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of the contract.
14. Confidential Information. Each Party may have access to confidential information made available by the other. Each Party shall protect such confidential information clearly identified as such in the same manner as it protects its own confidential information of like kind. The provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and other applicable state and federal law will govern disclosure of any confidential information received by the State of Florida. All SBBC employees that have access to Coalition information must be provided a copy of The Florida Partnership for School Readiness' *Individual Non-Disclosure and Confidentiality Certification Form* and *Security Agreement Form*. A copy may be obtained from Family Central.

15. Safeguarding Information. The SBBC agrees not to use or disclose any information concerning a recipient of services under this Subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law.

16. Incident Reporting.

a. The SBBC agrees 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, Florida Statutes, this is binding upon the SBBC and its employees.

b. The SBBC agrees to immediately report to Family Central knowledge of any abuse or alleged abuse, or any serious illness or death suffered by a child who receives school readiness services while in the care of an early care and education provider. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than twenty-four (24) hours of obtaining such knowledge. The SBBC shall provide to Family Central, and Family Central shall provide to the Coalition, copies of any documents received by the SBBC relating to any incidents reported to Family Central within twenty-four (24) hours of receipt of any such documents by the SBBC.

17. Return of Funds. The SBBC shall return to Family Central or its designated agent, all sums expended for costs associated with this Subcontract, which were paid contrary to the terms of this Contract. Overpayments made to the SBBC must be returned to Family Central immediately upon the date of notification or discovery of the overpayment. Should repayment not be made in a timely manner, Family Central shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery.

18. Intellectual Property.

a. Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics or blueprints developed exclusively by the SBBC's personnel in connection with the services provided under this Subcontract shall be the exclusive property of the State of Florida.

b. Pursuant to section 286.021, Florida Statutes, if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Subcontract, the SBBC shall refer the discovery or invention to Family Central which will notify the Coalition. The Coalition will consult the appropriate governing agency 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 the contract are hereby reserved to the State of Florida.

- c. In the event that any books, manuals, films, or other copyrightable materials are produced by the SBBC in connection with this Subcontract, the SBBC shall notify Family Central. Any and all copyrights accruing under or in connection with the performance funded by this Subcontract are hereby reserved to the State of Florida.
 - d. The SBBC shall indemnify and save Family Central, the Coalition and their employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured by the SBBC in the performance of the Subcontract. The SBBC shall have no liability when such claim is solely and exclusively due to the State of Florida's alteration of the article.
19. Relationship of the Parties. The parties to this Subcontract agree that the relationship created by this Subcontract is that of owner-independent contractor. Neither the SBBC, nor any employee, agent or assignee thereof, shall be an employee of Family Central or the Coalition. Neither the SBBC, nor any employee, agent, or assignee thereof, shall represent to others that it has authority to bind Family Central or the Coalition unless specifically authorized in writing to do so. Neither the SBBC, nor any employee, agent or assignee thereof, shall be entitled to any benefits provided by Family Central or the Coalition. Neither Family Central nor the Coalition will furnish services of support (e.g. office space, office supplies, telephone service, secretarial or clerical support) to the SBBC. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the SBBC, and its officers, employees, agents or assignees shall be the sole responsibility of the SBBC.

c) Family Central Responsibilities.

a. *Family Central Obligations*

- (1) Family Central shall communicate to the SBBC any guidance provided by the Coalition to Family Central relevant to this Subcontract in the areas of operational policies and procedures and standards for program quality, as required by the Coalition Contract and Florida law.
- (2) Family Central shall notify the SBBC of the development and/or adoption by the Coalition of enrollment priorities for participation in training and technical assistance programs relevant to this Subcontract.
- (3) Family Central shall evaluate overall compliance with the Subcontract requirements for services described herein.

b. *Coalition Determinations*

The parties acknowledge that pursuant to the terms of the Coalition Contract, the Coalition's good faith determination of what constitutes acceptable services or reports shall be conclusive. The parties further recognize that pursuant to the Coalition Contract, the Coalition has reserved the right to make any and all determinations

exclusively which it deems necessary to protest the best interests of the school readiness program and the families who are served by the Coalition, either directly or through its vendors.

21. Public Entity Crimes. By executing this Subcontract, the SBBC represents and warrants that neither the SBBC nor any of its affiliates, subsidiaries, directors, officers or employees are currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or any similar list maintained by any other state or the federal government. The SBBC shall immediately notify Family Central if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or any similar list maintained by any other state or the federal government. Furthermore, the SBBC will provide a sworn statement of compliance as certified in Attachment 4.
22. Term. The term of this Subcontract shall begin on the date that this Subcontract has been executed by both Parties hereto and shall end on June 30, 2005. This Subcontract may be renewed for up to two additional terms of one year each. Each such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance of this Subcontract by the SBBC, as determined by Family Central and/or the Coalition, and subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in this Subcontract. Notwithstanding the foregoing, the term of this Subcontract shall end immediately upon: (i) expiration or termination of the Coalition Contract, or (ii) termination of this Subcontract pursuant to Section 22 herein.
23. Termination.
 - a. Termination at Will - This Subcontract may be terminated by either Party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both Parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
 - b. Termination Due to Lack of Funds. In the event funds to finance this Contract become unavailable, Family Central may terminate this Subcontract upon no less than twenty-four (24) hours notice in writing to the SBBC. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. In the event of termination of this Subcontract, the SBBC will be compensated for any work satisfactorily completed prior to the time of termination. Any obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. In the event the federal and/or state funds upon which this Subcontract is dependent are withdrawn or redirected, the Subcontract is terminated and Family Central will have no further liability to the SBBC beyond that already incurred by the termination date.
 - c. Termination for Breach. This Subcontract may be terminated by Family Central for nonperformance by the SBBC upon no less than twenty-four (24) hours notice in writing to the SBBC. Waiver or breach of any provisions of this Subcontract 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 Subcontract. The provisions herein do not limit Family Central's right to remedies at law or equity.

- d. Transition in the Event of Termination. In the event that this Subcontract is terminated for any reason, the SBBC agrees to assist in the smooth transition of services by promptly providing all records relating to this Subcontract and non-expendable property purchased with Subcontract funds in the SBBC's possession to Family Central for transfer to the Coalition.

24. Notices. All notices permitted or required under this Subcontract shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt or one electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing.

If to Family Central:

Dr. Carol Wasserman
Family Central, Inc.
840 SW 81st Avenue
North Lauderdale, Florida 33068
954-724-7581

If to the SBBC:

Dr. Catherine Powers
Child Development Services
The School Board of Broward County
600 SE 3rd Avenue, 6th Floor
Ft. Lauderdale, FL 33301
754-321-1954

25. Miscellaneous.

- a. Assignment. Neither Party may assign its interest under this Subcontract except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. Without limiting or restricting the generality of the foregoing, it shall not be unreasonable for a party to deny its consent where, in its opinion, acting reasonably, the proposed assignee, purchaser or transferee lacks the capacity or resources necessary to ensure the proper conduct and completion of its obligations under this Subcontract over the remaining portion of the Term. No assignment shall operate to release the assigning Party from its obligations hereunder unless such Party is expressly released from its obligations by the other Party.

- b. Inurement. This Subcontract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Subcontract, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.
- c. Waiver. No waiver by any Party of one or more defaults by any other Party in the performance of any provisions of this Subcontract shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
- d. Headings. The headings in this Subcontract are inserted for convenience or reference only and shall not affect the meaning or construction hereof.
- e. Entire Agreement. This Subcontract represents the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.
- f. Amendment. This Subcontract may not be amended without the execution of a written document by all Parties hereto. The Parties agree to renegotiate this Subcontract if federal and/or state revisions of any applicable laws or regulations make changes in the Subcontract necessary.
- g. Governing Law and Venue. This Subcontract shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Venue for purposes of any action brought to enforce or construe this Subcontract shall be in Broward County, Florida.
- h. Severability. If any term, provision, covenant or restriction of this Subcontract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect.
- i. Counterparts. This Subcontract and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, binding on all Parties hereto and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- j. Coalition Approval. In accordance with the terms of the Coalition Contract, this Subcontract must be approved by the Coalition. In the event that the Coalition does not approve this Subcontract, the Subcontract shall be deemed null and void.

FAMILY CENTRAL, INC.

Dated: 12-9, 2004

By: Kenneth Dresner

Name: Kenneth Dresner

As Its: _____

Title: Chief Financial Officer

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of December, 2004, by Kenneth Dresner CFO of Family Central, Inc., on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Deborah G. Capone
Notary Public

Name of Notary Printed:

My Commission Expires:

Deborah G. Capone

My Commission Number Is:

Notary Seal

Expires December 23, 2006
My Commission DD165046
Deborah G Capone



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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Dated: January 18, 2004⁵

By: [Signature]
STEPHANIE ARMA KRAFT, ESQ., Chair

ATTEST:

[Signature]
FRANKLIN L. HILL, JR., Superintendent of Schools

APPROVED AS TO FORM:

By: [Signature]
SCHOOL BOARD ATTORNEY

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 18 day of January, 2004, by Stephanie Arma Kraft, Esq., Chair of The School Board of Broward County, Florida, who is personally known to me or has produced personally as identification. known

Ellen Ruth McKnight
Notary Public

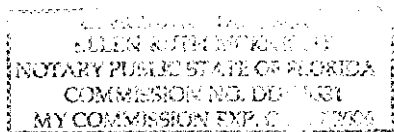
Name of Notary Printed:

My Commission Expires:

Ellen Ruth McKnight

My Commission Number Is:

Notary Seal



ATTACHMENT I

SCOPE OF WORK

1. General Statement

In order to maximize the resources available, Family Central and the SBBC will team to provide technical assistance/training to identified community-based early care and education programs in the Accreditation Project and the Innovation Zone Pilot Project. The SBBC will provide technical assistance/training to the Pre-K programs in the community based early care and education classrooms that are part of the Accreditation Project and the Innovation Zone Pilot Project. In addition, the SBBC will provide technical assistance/training to all SBBC Pre-K programs in early care and education classrooms located in public school sites and to all Pre-K classroom in community based early care and education sites that are under contract with the SBBC, which sites are not otherwise receiving technical assistance and training through the Accreditation Project or the Innovation Zone Pilot Project.

2. Definitions.

- a. **School Board Sites** – Early care and education classrooms located in public school sites and licensed early care and education sites that are under contract with the SBBC.
- b. **School Board Calendar** – Calendar designated by The School Board of Broward County (SBBC) for a grand total of one hundred eighty (180) school days for children to attend, beginning August 16, 2004, and ending June 2, 2005. Thirty-two (32) additional days as delineated by the SBBC Calendar are identified as holidays or vacation days during this period when children are not in attendance.
- c. **Accreditation Project** - The Accreditation Project is a cluster based model to support centers going through the accreditation process. The accreditation project will involve technical assistance/coaching and training to 50 child care centers and 25 family child care homes through a cluster based model with mini-grant opportunities that provide incentive and resources emphasizing the following elements: quality services, peer support, transition to kindergarten, and accreditation.
- d. **Innovation Zone Pilot Project** - The Innovation Zone Pilot Project is a cluster based model of services provided to two clusters each utilizing a SBBC elementary school as a hub and linking 10 community-based child care centers and 2 family child care homes. Family Central will provide technical assistance/training to the 0 through 3 year old classrooms in these community-based child care centers and family child care homes that are part of the clusters. The SBBC will provide technical assistance/training to the Pre-K classrooms at the 2 elementary school sites and the community-based child care centers that are part of each cluster.

- e. **Clusters** – A group of child care facilities geographically located in a defined area working with the Accreditation Project or the Innovation Zone Pilot Project.
- f. **Early Care and Education (Child Care)** – 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.
- g. **Florida Performance Standards** – Developmental goals that are based on the findings of early childhood research and represent what three, four, and five year-old children should know and be able to do.
- h. **Gold Seal Child Care Center** – Any child care center which provides care to children in the school readiness 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).

3. **Major Program Goals Relevant to Subcontract.**

- a. Serve as a source for technical assistance and support toward improved quality of school readiness services, with said technical assistance including Quality Rating as an organizing mechanism for quality improvement services;
- b. Facilitate access to and/or provide training for providers to improve the quality of school readiness services;
- c. Facilitate access to and/or provide technical assistance and support for providers to ensure adequate supply and range of school readiness service sites and improve the business capacity of providers; and
- d. Coordinate, collaborate, and actively link with other vendors of school readiness services and related community providers to deliver a comprehensive, integrated system of supports.

4. **Services to Be Provided.**

- a. Four (4) SBBC Resource Teachers will provide training and technical assistance services during the School Board Calendar year to:
 - (i) All SBBC School Readiness Pre-K programs in early care and education classrooms located in public school sites;
 - (ii) All Pre-K School Readiness classrooms in community-based early care and education sites that are under contract with the SBBC.

- (iii) Pre-K classrooms in 20 community-based early care and education sites participating in the Accreditation Project; and
 - (iv) Pre-K classrooms in 20 community-based early care and education sites participating in the Innovation Zone Pilot Project.
- b. Technical assistance/coaching/training shall be provided by each SBBC Resource Teacher on subjects directly related to quality service provision and child outcomes, including but not limited to:
- The Florida Performance Standards
 - Staff Development
 - Health and Safety, including Personal Care Routines
 - Child Development and Use of Developmental Screening
 - Inclusion
 - Family/Community Involvement
 - Developmentally Appropriate Learning Activities
 - Research Based Curricula
 - Language-Reasoning
 - Literacy
 - Character Development
 - Program Structure
 - Positive Physical Environments and Materials
 - Maintaining Child Care Licensing Standards
 - Adult/Child Ratios and Group Size
 - Relationship Building and Positive Interactions
 - Accreditation/Gold Seal Attainment
 - Transition Into Kindergarten

5. **Units of Service.**

- a. Two SBBC Resource Teachers will each provide the units of technical assistance/training indicated below during the School Board Calendar year to Pre-K classrooms in community based early care and education sites participating in the Accreditation Project, the Innovation Zone Pilot Project, Pre-K classrooms at SBBC subcontracted community based early care and education sites, and the 2 public school sites serving as hubs for the Innovation Zone Pilot Project.

Teacher A 278 units per School Board Calendar year

Teacher B 274 units per School Board Calendar year

- b. Two SBBC Resource Teachers will each provide the units of technical assistance/training during the School Board Calendar year to Pre-K programs in early

care and education programs located in public school sites except for the 2 public school sites serving as hubs for the Innovation Zone Pilot Project.

Teacher C 284 units per School Board Calendar year

Teacher D 274 units per School Board Calendar year

- c) A unit of service is 3.0 hours and includes 2.5 hours of technical assistance and .5 hours of travel time.
- d) Technical assistance/training will only be provided by the SBBC Resource Teachers on Mondays, Tuesdays, Wednesdays and Fridays. Thursdays will be used for preparation time.

6. Reports.

- a. Monthly Reports. The SBBC shall provide a monthly report to Family Central on or before the 10th calendar day of each month following the end of a month in which services are provided hereunder. The monthly report shall detail the services provided by the SBBC during the preceding month and will include data analysis, demographic statistics and any applicable projections and recommendations which will include information based on the performance measures.
- b. Quarterly Reports. The SBBC shall provide a quarterly report to Family Central on or before the 10th calendar day following the end of each calendar quarter following the end of a calendar quarter in which services are provided hereunder. The quarterly report shall provide cumulative information regarding the services provided by the SBBC during the preceding quarter and will include data analysis, demographic statistics and any applicable projections and recommendations which will include information based on the performance measures.
- c. Annual Report. The SBBC shall provide an annual report to Family Central on or before the 30th calendar day following the end of term of this Agreement. The annual report shall detail the services provided by the SBBC during the term of this Agreement and include a review of how Technical Assistance/Training services were provided by the SBBC.

7. Performance Measures.

The SBBC shall meet the following performance measures, as measured on an annual basis, by the following outcomes and indicators. Being out of substantial compliance with any one of these performance measures may be cause for corrective action.

- (1) 75% of providers who participate in technical assistance/coaching/training focused on Accreditation will show a measurable increase in each of the pertinent areas as demonstrated by meeting at least 75% of their Accreditation benchmarks.

- (2) 75% of providers who receive focused technical assistance/training from the SBBC will show a measurable increase in each of the pertinent areas as demonstrated by meeting at least 75% of their benchmarks.
- (3) 100% of complaints or observations concerning potential abuse, neglect, or abandonment will be reported to the Department of Children and Families.
- (4) 100% of observations or complaints concerning potential child care licensing violations will be tracked and reported to Broward County Child Care Licensing and feedback on the outcome will be documented.
- (5) 85% of providers served will report overall satisfaction with technical assistance services, including cultural competency/sensitivity, customer-friendliness, usefulness of services provided, efficiency of service, and convenience of access to service.*
- (6) 100% of required data and reports will be delivered complete and on time.
- (7) 100% of invoices submitted to Family Central for processing will be complete and on time.

** Items marked with an asterisk shall be measured by a statistical sampling of the population that received the relevant service.*

8. **Corrective Action.**

Corrective action shall be taken to correct identified deficiencies, produce recommended improvements or demonstrate deficiencies or findings that are either invalid or do not warrant action. The SBBC will be advised in writing as to the requirements necessary to correct any non-compliance problem/issues. If appropriate, and as determined by Family Central, the SBBC may be required to submit a corrective action plan, including the dates when any corrective action will be completed. Failure to comply with a corrective action plan may lead to the termination of this Subcontract.

EXHIBIT A

SBBC Budget

Pilot Project

Teacher A @ 1 FTE	\$67,101.89
Teacher B @ 1 FTE	\$56,071.51
Clerical . 5FTE	\$18,453.34
Materials	\$26,045.37

Total \$167,672.11

SBBC Continuing Technical Assistance

Teacher C @ 1 FTE	\$71,258.56
Teacher D @ 1 FTE	\$67,101.89
Clerical @ .5 FTE	\$18,453.34
Materials	\$15,514.12

Total \$172,327.91

Total of both projects = \$340,000.02

ATTACHMENT 2

AUDIT REQUIREMENTS

AUDITS

I. PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Coalition. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee's responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
2. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
3. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.
4. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97, Florida Statutes (the Florida Single Audit Act), as revised.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance

with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Coalition, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.htm>.

PART III: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, Fl.32399-6545
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB

Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, Fl., 32399-6545

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-450

3. Any reports, management letter, or other information required to be submitted to Family Central and/or the Coalition pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients and sub recipients, when submitting financial reporting packages to Family Central and/or the Coalition for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/sub recipient in correspondence accompanying the reporting package.

ATTACHMENT 3

ASSURANCES AND CERTIFICATIONS

- A. Assurances - Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part F.I)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the SBBC is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES - NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or

financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The SBBC certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted 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;

3. Are not presently indicted 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,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the SBBC is unable to certify to any of the statements in this certification, the SBBC shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 employees of Congress, or 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. 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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned on behalf of the SBBC attests and certifies that the SBBC will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SBBC'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 concerning:

- a. The dangers of drug abuse in the workplace.
- b. The policy of maintaining a drug-free workplace.
- c. Any available drug counseling, rehabilitation and employee assistance programs.
- 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 to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.

4. Notifying the employee in the statement required by paragraph A that, as a condition of employment, the employee will:

- a. Abide by the terms of the statement.
- b. Notify 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 (5) calendar days after such conviction.

5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. 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 Contract/Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., 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.
- 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 this entire certification.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Subcontract, the SBBC assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The SBBC also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The SBBC understands that the Coalition, the State of Florida and the United States have the right to seek judicial enforcement of the assurance.

Name and Title of Authorized Representative

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

Date

ATTACHMENT 4

**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 SBBC whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is

(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 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]

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or produced identification _____

Notary Public - State of _____

My commission expires: _____

Commissioned name of notary public)

(Printed typed or stamped