

TEENAGE PARENT PROGRAM SERVICES

CONTRACT

BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC.

THIS CONTRACT is entered into between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Agency" and Early Learning Coalition of Palm Beach County, Inc., hereinafter referred to as the "Provider." The parties agree:

I. The Provider agrees:

A. To provide services in accordance with and as specified in this Contract.

B. To 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 Provider in conjunction with this Contract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute a breach of contract with the immediate right to terminate.

C. Governing Law

1. State of Florida Law

a. That this Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, regulations of the State of Florida. If any conflict arises, venue shall lie in Palm Beach County, Florida.

D. Records and Records Retention

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

2. To retain, and require all subcontractors to retain, all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after 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 or any litigation which may be based on the terms of this Contract.

3. Upon completion or termination of the Contract and at the request of the Agency, to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph I.D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspections, review, or audit by state or other personnel duly authorized by the Agency.
5. At all reasonable times for as long as records are retained, persons duly authorized by the Agency or other appropriate funding agencies shall have full access to, and the right to examine any of the Provider's contracts and related records and documents regardless of the form in which kept.
6. To include the aforementioned record keeping requirements in all approved subcontracts and assignments.

E. Monitoring

1. To permit persons duly authorized by the Agency and other appropriate funding agencies to inspect any records, papers, documents, facilities, and/or goods and services of the Provider which are relevant to this Contract and/or interview any clients and employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Contract. Following such inspection or interview, the Agency will deliver to the Provider a written report of its findings and will include written recommendations with regard to the Provider's performance of the terms and conditions of this Contract. The Provider will correct all noted deficiencies identified by the Agency within the specified period of time set forth in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Agency, result in any one or any combination of the following: (1) the Provider being deemed in breach or default of this Contract; (2) the withholding of payments to the Provider by the Agency; and (3) the termination of this Contract for cause.
2. To provide reports as specified in Attachment I. Reports will be used for monitoring progress or performance of the contractual services specified in Attachment I and the Exhibits thereto.

F. Indemnification

The Provider and Agency shall each recognize their own liability for tortious acts and the tortious acts of their respective officers, directors, employees, representatives and agents (collectively, "Employees"), and each shall be respectively responsible for any claims, liabilities, damages, losses, and/or causes of action that may arise from its own negligent acts or missions, or

the negligent acts or omissions of any of its Employees. Each party's liability under this subsection is subject to the limits provided in Section 768.28, Florida Statutes (the State of Florida's partial waiver of Sovereign Immunity); provided, however, that this provision shall not be construed as a waiver of any right or defense that it may have under said statute.

G. Insurance

To maintain \$1,000,000.00 liability insurance coverage at all times during the existence of this Contract. The School Board of Palm Beach County, Florida, shall be included as an additional named insured. Upon the execution of this Contract, the Provider shall furnish the Agency with written verification of the existence of such insurance coverage.

H. Safeguarding Information

1. Not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state regulations and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.
2. To submit management, program, and client identifiable data as specified by the Agency or in Attachment I and the Exhibits thereto.

I. Financial Information

To provide financial information specified in Attachment I and the Exhibits thereto.

J. Return of Funds

To return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Provider by the Agency. In the event that the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay said overpayment within forty (40) calendar days without prior notification from the Agency. In the event that the Agency first discovers an overpayment has been made, the Agency will notify the Provider by letter of such a finding and Provider will repay such overpayment amount owing to Agency within forty (40) calendar days following Provider's receipt of Agency's written notice. Should payment not be made in a timely manner, the Provider shall pay the Agency interest at the rate of one (1) percent per month from the fortieth day until such amount is repaid in full.

K. Final Invoice

To submit the final invoice for payment to the Agency no more than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all right to payment is forfeited and the Agency will not honor any requests

submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

L. Use of Funds for Lobbying Prohibited

To comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch, or a state agency.

M. Public Entity Crime

To comply with Section 287.133, Florida Statutes, which restricts the ability of persons convicted of public entity crimes to transact business with the Agency.

II. The Agency Agrees:

A. Contract Amount

To pay for contract services according to the conditions in Attachment I, not to exceed \$997,487.00 subject to the availability of funds. Any costs or services paid for under any other contract or vendor agreement or from any other source are not eligible for reimbursement under this Contract.

III. The Provider and Agency Mutually Agree:

A. Effective Date

1. This Contract shall begin on July 1, 2007.
2. This Contract shall end on June 30, 2008.

B. Termination

1. Termination at Will

This Contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notices shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Agency may terminate the Contract upon no less than thirty (30) days

notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Contract pursuant to this provision, the Provider shall be compensated for any work completed through the date of termination.

3. Termination for Breach

Upon the Provider's non-performance of the Contract, the Agency shall immediately provide written notice to the Provider, specifying the details of the Provider's non-performance of the Contract ("Non-Performance Notice"). The Provider shall have forty-five (45) days from the date the Non-Performance Notice is received ("Cure Period") to cure the non-performance of the Contract. If, after the expiration of the Cure Period, the Provider has not cured its non-performance, the Agency may immediately terminate this Contract by providing written notice to the Provider. Upon termination of this Contract pursuant to this Section III(B)(3), Agency shall compensate Provider for all work completed through the date of termination.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Agency's right to remedies at law or in equity.

C. Renegotiation of Modifications

Modification of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by both parties.

D. Official Payee and Representatives

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

Early Learning Coalition of Palm Beach County, Inc.
3111 South Dixie Highway, Suite 244
West Palm Beach FL 33405
Attention: Mr. Michael Sothen, CFO

2. The name, address, and telephone number of the contract manager for the Agency for this Contract is:

Alexandra Deveroux, Director
Department of Alternative Education
School District of Palm Beach County
1800 Osceola Drive
West Palm Beach, FL 33409
(561) 242-4130

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

Warren Eldridge
Early Learning Coalition of Palm Beach County, Inc.
3111 South Dixie Highway Suite 244
West Palm Beach FL 33405
(561) 214-8000 Ext. ____

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

E. All Terms and Conditions Include:

This Contract and its attachments contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Contract is found to be illegal or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

F. Conflict of Interest

1. Each party represents and warrants that it has not, nor have its officers, agents, or employees, nor any party on behalf of any of the foregoing, offered or given, nor will offer or give, any gratuity to any officer, employee or agent of the other party with the purpose or intent of securing an agreement or securing favorable treatment or the making of any determination with respect to the performance of this or any other agreement.

2. The relationship between Agency and Provider under the Contract, (and all attachments, amendments and exhibits thereto) is that of independent contractors, and neither shall be considered a joint venturer, partner, agent, representative or other relationship of the other for any purpose expressly or by implication. Accordingly, no rights or interests granted therein by either party shall be deemed to confer to the other party any rights of the respective party's sovereign immunity. As such, all rights and interests of sovereign immunity for either party shall be strictly limited to those granted to said party under the laws and constitution of the State of Florida and existing independent of the making of this Contract. Neither party to this Contract shall, and both parties shall ensure that their respective officers, directors, employees, agents, and independent contractors, and representatives do not, assert as a defense or other claim any legal proceeding any right of the other party's sovereign immunity pursuant to this Contract.

In Witness Whereof, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

The Early Learning Coalition of
Palm Beach County, Inc.

The School Board of Palm Beach County

By: _____
Traver Gruen-Kennedy, Coalition Chair
Date: _____

By: _____
Bill Graham, Chairperson
Date: _____

By: _____
Witness

By: _____
Arthur C. Johnson, Ph.D.
Superintendent

Date: _____

Date: _____

“Reviewed and Approved As to
and Sufficiency”

Legal “Reviewed and Approved As to Legal Form
Form and Sufficiency”

By: _____
Associate Counsel

By: _____
Associate Counsel

Date: _____

Date: _____

Attachment I

A. Services to be Provided

1. General Description

a. General Statement

This Contract provides child care resource and referral services and enrollment into child care programs to eligible clients and payment to child care providers for child care services.

b. Authority

Authority for Teenage Parent Program services is provided in Section 1003.54, Florida Statutes.

c. Scope of Service

These services will be provided to public school students enrolled in a Teenage Parent Program.

d. Major Program Goals

The major goal of these services are to provide pregnant students or students who are parents and children of these students with a comprehensive teenage parent program consisting of educational and ancillary service components.

2. Clients to be Served

a. Client Eligibility

The Provider agrees to provide, through its authorized vendors, resource and referral services and enrollment into child care programs to clients eligible for the Teenage Parent Program.

b. Client Enrollment

Eligibility for the Teenage Parent Program will be authorized by the School Board of Palm Beach County Teenage Parent Program staff and referred to the Provider's authorized vendor for services.

c. Contract Limits

To the extent that funds for child care are available the Provider shall provide services to every eligible student in the Teenage Parent Program referred by the Agency.

B. Manner of Service Provision

1. Service Tasks

- a. The Provider shall provide, through its authorized vendors, child care resource and referral services and enrollment into child care programs for eligible clients of the Teenage Parent Program.
- b. The Provider shall provide, through its authorized vendors, payment to child care providers for child care services.
- c. Parents will have the choice of child care services provided in licensed centers and licensed family child care homes.
- d. Child care providers shall conform to the programs standards in Florida Administrative Code Chapters 65C-20 or 65C-22 and local licensing rules and regulations.

2. Staffing Levels

The Provider's authorized vendor shall have one designated contact person for the Teenage Parent Program responsible for the implementation and coordination of the program.

3. Reports

- a. The Provider shall submit to the Agency upon date of enrollment for each child enrolled in the Teenage Parent Program a completed Section III of the Teenage Parent Project (TPP) Authorization Form (see Exhibit D).
- b. The Provider shall submit to the Agency no later than the fifteenth day following the month of service a copy of attendance rosters for all children in the Teenage Parent Program by child care provider in substantially the same form as Exhibit A.

4. Performance Specifications

a. Performance Measures

100% of Teenage Parent Program clients who need child care will receive child care resource and referral services and will be enrolled in a child care program within five (5) days of the receipt

of referral from the Agency unless a delay in such enrollment is caused by the client being served.

b. Monitoring and Evaluation Methodology

By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above. If the Provider fails to meet these standards, the Agency at its exclusive option, may allow up to six weeks (42 days) for the Provider to achieve compliance with the standards. If the Agency affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Agency will terminate the Contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Agency.

C. Method of Payment

1. The Agency shall pay the Provider for the delivery of services provided in accordance with the terms of this Contract for a total dollar amount not to exceed \$997,487.00 subject to the availability of funds.
2. The contract amount for administrative costs shall not exceed \$49,874.28. The Provider's administrative costs shall be paid in monthly installments not to exceed \$4,156.19 per month for 12 months, which monthly installments shall be paid to Provider not later than the ___ day of each month.
3. The Agency shall pay the Provider on the basis of monthly invoices submitted to the Agency contract manager no later than the 15th working day following the month of service. Payment will be made by Agency to Provider within forty-five (45) days following Agency's receipt of Provider's invoice.
4. Payment shall be made only for those expenditures incurred in the provision of eligible services to eligible clients.
5. The daily rate payable for child care shall be based on the Early Learning Coalition of Palm Beach County Child Care Rate Schedule (see Exhibit B) approved by the Early Learning Coalition of Palm Beach County.
6. Federal Match

Upon request from the provider, the Agency will supply data regarding on-site Teenage Parent child care participants to the Provider's authorized vendor in order for the Provider to collect

Federal Match dollars for all Teenage Parent Program participants.

7. Invoice Requirement

The Agency shall pay the Provider on the basis of monthly invoices submitted to the Agency contract manager in a manner that is acceptable to the Agency (see Exhibit C).

D. Special Provisions

1. All reimbursement, attendance, and holiday policies of the Early Learning Coalition of Palm County Subsidized Child Care Program shall be followed for the Teenage Parent Program.
2. Child care services shall be provided on a full time basis for each qualifying client under the Teenage Parent Program regardless of the public school schedule.
3. All child care providers may charge a parent who participates in the Teenage Parent Program late pick up fees. If a parent prefers a child care provider whose private pay rate, paid by the general public, exceeds the negotiated subsidized rate, the parent will be responsible for the difference between the child care provider's private rate and the Early Learning Coalition of Palm Beach County's subsidy rate. The parent will also be responsible for any additional fees this child care provider may charge.
4. Payment shall be made only for clients approved by the Agency prior to rendering the service. Payment shall be made only for those services specified in this Contract as authorized by the Agency. Said authorization shall be furnished by the Agency in writing to the Provider and shall include identification of clients and children to be served (see Section III of Exhibit D).
5. Subcontracted Services

The Provider is responsible for negotiating child care resource and referral services, enrollment services and child care provider payment services under this Contract with the Provider's approved vendors for early care and education services.