

CONTRACT REVIEW CHECKLIST**Consistency with Law and School Board Policy:**

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	August 1, 2007- June 30, 2008; Please refer to Section III(K).
Termination Clause	The contract may be terminated by either party upon 30 days written notice to the other; Please refer to Section III(L)(1). The SB may terminate for lack of funds upon 24 hours written notice to Arc; please refer to Section III(L)(2).
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Indemnification: Please refer to Section III(E). Insurance: Please refer to Section III(F).
Regulatory issues	Please refer to Sections II(F) and III(G).
Confidentiality Provision	Safeguarding Information: Please refer to Section III(G) and Exhibits A and B.
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County; Please refer to Section III(Q).

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	Please refer to Section I(K).
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to Section I(K).

Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	
Appropriate Departmental Sign-off	

Special Considerations:The issues noted above were explained to the appropriate District staff and/or Division Chief. YES ☐ NO ☐

By: Attorney (Name and Date)



TEENAGE PARENT CHILD CARE PROGRAM SERVICES

CONTRACT

BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

PALM BEACH COUNTY ASSOCIATION FOR RETARDED CITIZENS d/b/a
THE ARC OF PALM BEACH COUNTY

THIS TEENAGE PARENT CHILD CARE PROGRAM SERVICES CONTRACT ("Contract") is entered into between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Agency" and Palm Beach County Association for Retarded Citizens d/b/a The Arc of Palm Beach County, hereinafter referred to as the "Provider."

WHEREAS, the Agency and the Provider desire to enter into a venture to provide child care at two locations for children of teenage parents in the Palm Beach County School District's Teenage Parent Program ("Program"). The two locations for the Program are Goldcoast Middle School and Delray Full Service Center, which will be referred to hereinafter as the "Sites."

WHEREAS, this Program will provide child care, depending upon the availability of slots and the Department of Alternative Education's approval, so that the student/parent may continue his/her education..

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. The Agency agrees to:

- A. Provide a Teenage Parent Program Child Care Resource Teacher to act as a liaison with the Provider.
- B. Provide Provider with access to the School District of Palm Beach County's ("District") internal mail system and copying services at each Site.
- C. Arrange for and provide transportation for the teenage parents and their children from home to the assigned Sites.
- D. Provide for all utility fees, including electricity, water, sewage and sanitation for each of the Sites.
- E. Refer eligible children to the Program at the Sites.
- F. Be responsible for outfitting and maintaining the portable classrooms in compliance with federal and state licensure requirements.

- G. Hold quarterly meetings with the Provider to evaluate enrollment and attendance records and determine staffing needs.
- H. Furnish consultation and technical assistance to the Provider in the areas of program policies and procedures.
- I. Provide information on all training available in the community related to implementation of developmentally appropriate practices and training related to assessment of infants/toddlers.
- J. Recognize its liability for certain tortious acts of its agents, officers and employees to the extent and limit provided in section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity; provided however, this provision shall not be construed as a waiver of any right of defense that the Agency may possess and reserves all such rights as against any all claims that may be brought under this Contract.
- K. Reimburse the Provider for expenses for this Contract at a fixed price, not to exceed a total amount of \$283,756.00 to be paid in eleven monthly installments of \$25,796.00 beginning in August 2007 and ending June 2008.

II. The Provider agrees to:

- A. Implement a high quality, developmentally appropriate child care program to support the Program with an average daily enrollment goal of 30 children.
- B. Assess all children according to the Early Learning Coalition of Palm Beach County, Inc.'s established schedule with "Ages and Stages and First Words" assessment tools and report findings.
- C. Require Lead CDA (Community Development Associate) instructor to participate in all trainings required for quality programming for infants and toddlers.
- D. Recruit, employ, supervise and evaluate the child care staff.
- E. Contact students/parents whose child misses more than five days in a month and communicate with the guidance counselor and Program instructor.
- F. Meet all safety requirements, including the universal fire code, which requires a ratio of one teacher to every four infants.
- G. Be responsible for all licensing requirements and conform to all federal, state and local laws and regulations related to child care facilities.
- H. Interview and communicate with students/parents, as needed, about their children.
- I. Insure that children placed in the Program will be referred to the Teenage Parent Program Child Care Resource Teacher for placement when the child reaches two years of age.

III. Both Parties agree:

A. **Federal and state laws and regulations**

Except as permitted by law, the parties shall not discriminate against any person in the performance of this Contract or against any applicant for employment because of age, race, creed, color, disability, national origin, or sex. The Provider further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex.

B. **Audits and Records**

1. To maintain books, records and documents, including electronic storage media, in accordance with accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under this Contract.
2. To assure that these records shall be subject at all times to inspection, review, copying or audit by state personnel, or other personnel duly authorized, and by the Agency in conformance with applicable laws..
3. To maintain and file with the Agency such fiscal, inventory and other reports that the Agency may require within the period of this Contract.
4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

C. **Retention of Records**

1. To retain all client records, financial records, supporting documents, statistical records and any other documents including electronic storage media pertinent to the Contract for a period of five (5) years after termination of this Contract; however, if any audit has been initiated and the 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.
2. Persons duly authorized by the Agency and Provider shall have full access to, and the right to examine, any of said records and documents during said retention period regardless of the form in which documents are maintained.

D. **Monitoring**

1. To provide the Agency access to, or to furnish whatever information is necessary to monitor the Program.
2. To permit the Agency to monitor the aforementioned service program operated by the Provider or subcontractor or assignee according to applicable regulations of the state and federal governments. Said monitoring will include access to Infant Care Records.

E. **Indemnification/Hold Harmless**

The Provider shall, in addition to any other obligation to indemnify the Agency, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Provider, or anyone directly or indirectly employed by it, or of anyone for whose acts it may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administrative order, rule or regulation in the performance of the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the provider agency under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Agency to enforce this Contract shall be borne by the Provider. The Provider recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Agency in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

F. **Insurance**

The Provider shall assume the responsibility for providing general insurance coverage with policy limits of not less than \$1,000,000.00 per occurrence, naming the Agency as an additional insured. The liability coverage shall be provided at all time during the existence of this Contract. Upon the execution of this Contract, the Provider shall furnish the Agency with a certificate of insurance verifying such insurance coverage.

G. **Safeguarding Information**

The Provider shall not use or disclose any information concerning a recipient of service under this Contract for any purpose not in conformity with state regulations and federal regulations, except on written consent of the recipient of the service or her responsible parent or guardian, when authorized by law. The Provider will execute the Addendum Concerning Student Records, which is attached hereto as **Exhibit A** and the Business Associate Agreement, which is attached hereto as **Exhibit B**.

H. **Client Information**

The Provider shall maintain and submit to the Agency any program data necessary for Agency's record keeping obligations.

I. **Assignments and Subcontracts**

The Provider shall not assign the responsibility of this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Agency. No such approval by the Provider of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this Contract. All such assignments or subcontracts shall be subject to the conditions of this Contract and to any conditions of approval that the Provider shall deem necessary.

J. Financial Reports

The Provider will provide financial reports to the Agency as may be required.

K. Term

This Contract shall begin on August 1, 2007 or the date on which the Contract has been signed by both parties, whichever is later.

This Contract shall end on June 30, 2008.

L. Termination

1. Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. 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 twenty-four (24) hours 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 of funds.

M. Notice and Contract

The Project Coordinator for the Agency for this Contract is Amy E. Crease. The Representative of the Provider responsible for the administration of the program under this Contract is Rosie Portera. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

N. Renegotiation or Modification

Modification of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this Contract in good faith if federal and/or state revisions of any applicable laws, regulations, or budget allocations make changes in the Contract necessary. The Agency shall be the final authority as to the availability of funds for this Contract due to federal and/or state revision of any applicable laws, regulations, or budget allocations.

O. Name and address of Payee

The name and address of the official payee to whom the payment shall be made:

The Arc of Palm Beach County
1201 Australian Avenue
Riviera Beach, FL 33404-6698

P. Location of Two Sites

The two sites have been identified and a class be planned and operated at:

1. Gold Coast Community Middle School (two portables)
2. Delray Full Service Center (one portable)

Q. Jurisdiction and Venue

This contract shall be governed by the laws of the State of Florida, and if any dispute arises hereunder, then venue shall lie in Palm Beach County, Florida.

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

The Arc of Palm Beach County

The School Board of Palm Beach County

By: _____

By: _____
Bill Graham, Chairperson

Date: _____

Date: _____

By: _____
Witness

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

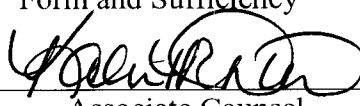
Date: _____

Date: _____

“Reviewed and Approved As to Legal
Form and Sufficiency”

“Reviewed and Approved As to Legal
Form and Sufficiency”

By: _____
Associate Counsel

By:  _____
Associate Counsel

Date: _____

Date: 4-10-07

Exhibit A

ADDENDUM, Concerning Student Information, to the Contract
("the Contract") dated _____, between The School Board of Palm Beach County, Florida and
Palm Beach County Association for Retarded Citizens d/b/a The Arc of Palm Beach County
[vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School Board hereby designates Palm Beach County Association for Retarded Citizens d/b/a The Arc of Palm Beach County [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School Board recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The Board has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: all information provided in PBS Form 0636, which is attached hereto and incorporated herein by this reference.
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Palm Beach County Association for Retarded Citizens The School Board of Palm Beach County
d/b/a The Arc of Palm Beach County

By: _____
[person having authority to enter legally-
binding agreements on behalf of the Party]

By: _____

Date: _____

Date: _____