

Amendment #0001

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and **Broward County, A Political Subdivision of the State of Florida**, hereinafter referred to as the "Provider," amends **Contract # JC206**.

The purpose of **Amendment #0001** is to update the total amount of funding for Fiscal Years 2017-2018, 2018-2019, and 2019-2020, and update Exhibits A, B, C, C-1 and F.

1. **Page 1, CF Standard Integrated Contract 2015, Section 1.1., Purpose and Contract Amount, is hereby amended to read:**

#### **Section 1.1. Purpose and Contract Amount**

The Department is engaging the Provider for the purpose of conducting licensing activities for child care facilities and family child care homes, and School Readiness Program provider monitoring activities (SR), in Broward County as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$2,022,790.00. The Provider shall perform the SR described in Section B-1 of REVISED EXHIBIT B – SCOPE OF WORK, dated 1/01/2018, attached hereto, so long as the Department continues to fund the \$75,000.00 for each fiscal year under the Contract for SR to be performed by the Provider, or unless the Provider or the State of Florida, Department of Education, Office of Early Learning (OEL) elects to terminate that certain Memorandum of Understanding (MOU) executed by the Provider and OEL, relating to SR. In the event of termination of the MOU, the Provider shall provide a copy of such written notice of termination to the Department specifying the effective date of termination of such MOU. The Department will pay the Provider for any SR performed by the Provider up to the date of termination of the MOU. In such event, the Department and the Provider agree to amend this Contract to reflect the reduction in the scope of services and to reduce the amount of funding accordingly for the remainder of the term of this Contract, in an amount not to exceed \$75,000.00 per fiscal year.

2. **Page 1, CF Standard Integrated Contract 2015, Section 1.2, Official Payee and Party Representatives, paragraph d., is hereby amended to read:**

d. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) is:

**Name: Deborah Ann Meidinger Hosey, Human Services Administrator**

**Address: 1 N. University Drive, Suite 203**

**City: Plantation State: FL Zip Code: 33324**

**Phone: (954) 357-4800 Ext. 0429**

**E-mail: dmeidingerhosey@broward.org**

3. **Page 13. CF Standard Integrated Contract 2015, EXHIBIT A – SPECIAL PROVISIONS, dated 07/01/2015, Section A-7.1, Program Specific Terms, Paragraph A-7.1.11 – School Readiness Program Monitoring Activities (SR) and Paragraph A-7.1.12 Early Learning Coalitions ("ELCs"), is hereby added to read:**

**A-7.1.11 School Readiness Program Monitoring Activities (SR) – All actions completed by licensing personnel to monitor School Readiness Program providers and verify compliance**

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**with Section 1002.88(1)(c) F.S. and Rule 6M-4.620, F.A.C., Health and Safety Checklists and Inspections, and coordinate licensing and training functions related to child care inspections, in accordance with and as described in the Memorandum of Understanding (MOU) between the Department of Education, Office of Early Learning hereinafter referred to as “OEL” and Broward County.**

**A-7.1.12 Early Learning Coalitions (“ELCs”) – The entities established pursuant to Section 1002.83 F.S. which are responsible for administrating the School Readiness Program pursuant to and in accordance with Sections 1002.84 and 1002.87, F.S.**

- 4. Page 20, CF Standard Integrated Contract 2015, EXHIBIT B – SCOPE OF WORK, dated 07/01/2015, is hereby deleted in its entirety and Page 20, CF Standard Integrated Contract 2015, REVISED EXHIBIT B – SCOPE OF WORK, dated 1/01/2018, is hereby inserted and attached hereto.**
- 5. Pages 21-23, CF Standard Integrated Contract 2015, EXHIBIT C – TASK LIST, dated 07/01/2015, are hereby deleted in their entirety and Pages 21-23, CF Standard Integrated Contract 2015, REVISED EXHIBIT C – TASK LIST, dated 1/01/2018, are hereby inserted and attached hereto.**
- 6. Page 24, CF Standard Integrated Contract 2015, EXHIBIT C-1 – CHILD CARE LICENSING QUARTERLY ACTIVITIES AND PERFORMANCE MEASURES REPORT, dated 07/01/2015, is hereby deleted in its entirety and Page 24, CF Standard Integrated Contract 2015, REVISED EXHIBIT C-1 – CHILD CARE LICENSING QUARTERLY ACTIVITIES AND PERFORMANCE MEASURES REPORT, dated 1/01/2018, is hereby inserted and attached hereto.**
- 7. Page 27, CF Standard Integrated Contract 2015, EXHIBIT F – METHOD OF PAYMENT, dated 07/01/2015, is hereby deleted in its entirety and Page 27, CF Standard Integrated Contract 2015, REVISED EXHIBIT F – METHOD OF PAYMENT, dated 1/01/2018, is hereby inserted and attached hereto.**

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This amendment shall begin on **January 1, 2018** or the date on which the amendment has been signed by both parties, whichever is later, and is contingent upon the Provider and OEL entering into the MOU described in Paragraph 1 above.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract. **IN WITNESS THEREOF**, the parties hereto have caused this **nine (9)** page amendment to be executed by their officials thereunto duly authorized.

**PROVIDER: BROWARD COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

**FLORIDA DEPARTMENT OF CHILDREN AND  
FAMILIES**

SIGNED  
BY: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Vern Melvin

TITLE: \_\_\_\_\_

TITLE: Regional Managing Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal ID Number: 59-6000531

Reviewed and approved as to form:  
Andrew J. Meyers, County Attorney

By Patrice M. Eichen 11/16/17  
Patrice M. Eichen, Assistant County Attorney

By Sharon V. Thorsen 11/14/17  
Sharon V. Thorsen  
Senior Assistant County Attorney

**REVISED EXHIBIT B - SCOPE OF WORK**

**B-1 Scope of Services**

The Provider shall license child care facilities and family child care homes in Broward County as required in Section 402.301 through 402.319, F.S., Chapters. 65C-20, 65C-22, and 65C-25 F.A.C., and applicable local ordinances, in compliance with applicable state and federal laws, rules and regulations as they may be enacted or amended from time to time; and provide School Readiness Program provider monitoring, in order to verify compliance with the health and safety standards under Section 1002.88(1)(c), F.S., and Rule 6M-4.620, F.A.C., Health and Safety Checklists and Inspections, in accordance with the terms and conditions of the most current and valid Memorandum of Understanding (MOU) executed by the State of Florida, Department of Education, Office of Early Learning (OEL) and the Provider relating to the School Readiness Program, and coordinate licensing and training functions with the Department related to child care inspections.

**B-2 Major Contract Goal**

The goal of child care licensing is to ensure compliance with child care licensing standards and to improve the quality of care in child care arrangements, in order to protect the health, safety, and well-being of children of the state and to promote their emotional and intellectual development and care.

**B-3 Service Area/Locations/Times**

The Provider will coordinate child care licensing services and School Readiness Program provider monitoring in Broward County as provided under this contract at the location indicated below:

**B-3.1 Broward County Child Care Licensing and Enforcement Office**

115 South Andrews Avenue, Rm. 119  
Fort Lauderdale, Florida 33301

The service times are Monday through Friday 8:00 a.m. to 5:00 p.m.

**B-3.2 Changes in Location**

The Provider will notify the contract manager in writing at least seven (7) calendar days prior to any changes in office location.

**B-4 Clients to be Served** – Not applicable to this contract.

**B-5 Client Eligibility** – Not applicable to this contract.

**B-6 Client Determination** – Not applicable to this contract.

**B-7 Equipment**

The Provider will maintain sufficient facilities and equipment to deliver agreed upon services, and enter appropriate data into the Department approved Child Care Licensing Information System.

**B-8 Contract Limits**

**B-8.1** As prescribed in Section 402.307(3), F.S., the approval to issue licenses for the Department shall be renewed annually. Within 30 days after the promulgation of state minimum standards, the Provider shall provide the Department with a copy of its standards if they differ from the state minimum standards. At the same time, Broward County shall provide the Department with the administrative procedures it intends to use for the licensing of child care facilities. The Department shall have the authority to determine if local standards meet or exceed state minimum standards. Within 60 days after the Provider has submitted its standards and procedures, the Department, upon being satisfied that such standards meet or exceed state minimum standards and that there is compliance with all provisions of ss. 402.301-402.319, F.S. shall approve the Provider as a local licensing agency. An onsite review may be made if deemed necessary by the Department.

**B-8.2** The services shall be performed in Broward County.

REVISED EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

**C-1 Service Tasks**

- C-1.1 The Provider will enforce Chapter 7 and Chapter 20, Article XV, Broward County Code of Ordinances, Chapter 402 Sections 301-319, F.S., Chapters 65C-20, 65C-22, and 65C-25, F.A.C., in compliance with applicable state and federal laws, rules and regulations as they may enacted or amended from time to time, and shall comply with the terms and conditions of the current and valid MOU between the OEL and the Provider relating to the School Readiness Program.
- C-1.2 The Provider will issue and renew licenses for all child care facilities and family child care homes that meet the requirements in paragraph C-1.1.
- C-1.3 The Provider will, to ensure compliance with standards, inspect all licensed child care facilities and family child care homes at a minimum of twice a year.
- C-1.4 The Provider will respond to all complaints and abuse calls regarding child care facilities and family child care homes and investigate within seventy-two (72) hours.
- C-1.5 The Provider will give technical assistance to all new child care facilities and family child care homes, and assistance to existing providers on an as needed basis. All child care facilities and family child care homes will be kept abreast of any changes in licensing requirements and any training associated with such changes as needed.
- C-1.6 The Provider will maintain and update Provider Information to ensure the most current information is maintained at all times in the Department approved Child Care Licensing Information System.
- C-1.7 The Provider will update the Department Approved Child Care Licensing System at least monthly to reflect changes and incorporate data collection during the previous month.
- C-1.8 The Provider will, within 30 days after the promulgation of any new state minimum standard, provide the Department with its plan for revisiting their county specific ordinances/standards to either meet or exceed the new minimum standard of the state.
- C-1.9 The Provider will access the Department's child care licensing website below to review and incorporate new policies:  
<http://www.myflfamilies.com/service-programs/child-care>

**C-2 Administrative Tasks**

**C-2.1 Staffing**

The Provider will designate professional child care licensing positions to monitor, inspect, and approve, where appropriate, licensure of child care facilities and family child care homes, and School Readiness Program providers in accordance with applicable laws, ordinances, and rules and regulations referenced in B-1, Scope of Services above, and maintain sufficient staff to provide the services described in the tasks list.

**C-2.2 Professional Qualifications**

- C-2.2.1 The licensing inspectors must have, at a minimum, an Associate degree (A.A.); however, a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree is preferred.
- C-2.2.2 The Provider will notify the Contract Manager in writing within ten working days when the Provider's section manager position becomes vacant or there is a change in the section manager.
- C-2.2.3 The Provider will ensure that all Provider staff performing services under this contract undergo a level 2 background screening as described in Chapter 435, F.S.
- C-2.2.4 The Provider will comply with all requirements of Chapter 435, F.S.
- C-2.2.5 The Provider will ensure each of the staff performing services under this contract have received basic training in child abuse and neglect (e.g. detection, reporting, prevention, and counseling), confidentiality requirements, and how to handle emergencies on the job.

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**C-2.3 Subcontracting**

No subcontracting is permitted under the terms of this contract.

**C-2.4 Records and Documentation**

**C-2.4.1** The Provider will maintain records and documentation of all child care facilities and family child care homes visited/inspected, all identified Class I violations, and all provisional licenses issued as a result of non-compliance, and all regular licenses issued.

**C-2.4.2** The Provider must maintain separate paper and/or electronic files for each licensed child care facility and family child care home. The licensing file must include the following documents:

C-2.4.2.1 the most current license

C-2.4.2.2 completed licensing application

C-2.4.2.3 completed licensing inspection forms, with corrective actions, if any

C-2.4.2.4 current fire inspection (child care facilities only)

C-2.4.2.5 complaints with results of the investigation, if any

C-2.4.2.6 corrective actions imposed, fines assessed and collected, and attempts to ensure compliance

C-2.4.2.7 training transcript for child care facility director or family child care home operator

**C-2.4.3** The Provider must maintain a confidential file for each child care facility and family child care home containing information which requires confidentiality.

**C-2.5 Reports (programmatic and to support payment)**

All reports may be delivered via email.

Report Title	Reporting Frequency	Report Due Date	# of Copies Due	DCF Office to Receive Report
Invoice	Quarterly	15 <sup>th</sup> day of the month following quarter being reported	1	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com
Child Care Local Licensing Quarterly Activities and Performance Measures Report	Quarterly	15 <sup>th</sup> day of the month following quarter being reported	1	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com
Annual Budget	Yearly	July 1 <sup>st</sup>	1	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com
Six (6) Month Cost Report	Yearly	January 31 <sup>th</sup>	1	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com
Annual Expenditure Report	Annually by August 15 for the previous state fiscal year	August 15 <sup>th</sup>	1	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com

Report Title	Reporting Frequency	Report Due Date	# of Copies Due	DCF Office to Receive Report
Civil Rights Compliance Checklist (Form CF0946)	Annually by June 30 <sup>th</sup> of each year of the contract	June 30 <sup>th</sup>	1	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com
Financial Audit	Annually within 270 days of the Provider's fiscal year end, or 30 days after receipt of the audit, whichever is earlier	Annually	2	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com
Provider Inventory List Form	At least annually, if no property is purchased or received	July 1 <sup>st</sup> Or When property is purchased or received	1	Contract Manager 201 W. Broward Blvd. #512A Ft. Lauderdale, FL 33301 frank.jowdy@myflfamilies.com

**C-2.5.1** The Provider agrees to submit the Child Care Local Licensing Quarterly Activities and Performance Measures Report (Exhibit C-1) to the Department on a quarterly basis with the invoice.

**C-2.5.2** Each year, the Provider shall submit to the Contract Manager, **by January 31**, a cost report of revenue/expenditures by line item covering the period from **July 1 through December 31**, for the purpose of negotiating a subsequent contract. The actual revenue/expenditure report is submitted following the same format as the Provider's approved line item budget. No further payment shall be made to the Provider until the report is received, analyzed, and adjusted, if necessary. The Department reserves the right to make the final decision as to the disposition of any anticipated surplus dollars identified in this report. The Department also reserves the right to request back-up documentation of expenditures.

**C-2.5.3** Each year, the Provider shall submit to the Contract Manager a final expenditure report showing actual expenditures by line item covering the period **July 1 through June 30 by August 15**. The report is to be submitted following the same format as the Provider's approved line item budget and shall include only those costs that are a direct result of the contract. Any surplus dollars identified in this report will be returned to the Department in accordance with the terms outlined in the contract or may be utilized for other services, as approved in writing in advance by the Contract Manager.

**C-2.5.4 Acceptance of Reports:** Where the contract requires delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of these reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare the resulting contract to be in default.

**C-3 Standard Contract Requirements.** Provider will perform all acts required by Sections 4, 5, and 7 of the Standard Contract.

**C-3.1 Coordination with Other Providers/Entities**

The Provider is required to coordinate with the Department or its lead agency's Background Screening Unit.

**REVISED EXHIBIT C-1  
CHILD CARE LICENSING QUARTERLY ACTIVITIES AND PERFORMANCE MEASURES REPORT**

FISCAL YEAR \_\_\_\_\_

		Jul- Sept	Oct- Dec	Jan- Mar	Apr- Jun
<b>Data</b>	Number inspections of child care facilities and/or family childcare homes				
	Number of inspections conducted for School Readiness Programs.				
	Number of new licenses issued and approved or denied within the statutory time frame each quarter				
	Number of new licenses issued and approved or denied each quarter				
<b>Performance</b>	Number of child care facilities and/or family child care homes inspected each quarter equal or greater than 510				
	Percentage of new licenses issued and approved or denied within the statutory time frame each quarter equal or greater than 95%				

This document may be revised without requiring an amendment to the contract.

An electronic version of this document will be made available to the Provider.



**REVISED EXHIBIT F - METHOD OF PAYMENT****F-1 Payment Clause**

**F-1.1** This is a fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **\$2,022,790.00** for the five (5) year period of the contract. The total contract amount and the unit cost shall be broken down as follows: For fiscal year **2015-2016: \$359,558.00**, for fiscal year **2016-2017: \$359,558.00**, for fiscal year **2017-2018: \$434,558.00**; for fiscal year **2018-2019: \$434,558.00**, for fiscal year **2019-2020: \$434,558.00**. Each fiscal year allocation is subject to the availability of funds.

**F-1.2** The Department agrees to pay for the service units as listed below for FYs 2017-2018, 2018-2019, and 2019-2020:

SERVICE UNIT	UNIT PRICE	MAXIMUM # OF UNITS
One Quarter (1/4) of Child Care Facility and Family Child Care Home Licensing and School Readiness Program Inspection Activities	Qtrs 1-2 FY 2017-2018	
	\$89,889.50 (excludes School Readiness Program Inspection Activities)	2
	Qtrs 3-4 FY 2017-2018	2
	\$127,389.50 (includes commencement of School Readiness Program Inspection Activities)	4 each FY
	FYs 2018-2019 and 2019-2020	
	\$108,639.50	

Licensing activities will include all provisions outlined in Revised Exhibit C and Exhibit E for each child care facility or family child care home as long as licensure services are requested. School Readiness Program inspection activities will include all provisions outlined in that certain Memorandum of Understanding between the State of Florida, Department of Education, Office of Early Learning and the Provider, relating to the School Readiness Program.

**F-2 Invoice Requirements**

**F-2.1** The Provider shall request payment on a quarterly basis through the submission of a properly completed invoice by the 15th of the month following the quarter for which payment is being requested. If the date falls on a weekend or holiday, the invoice is due the next working day. The invoice must contain the Child Care Local Licensing Quarterly Report (Revised Exhibit C-1.) Invoices shall be on the Provider's official business letterhead.

F-2.1.1 The Provider's name and remittance address

F-2.1.2 The contract number

F-2.1.3 A description of the services provided

F-2.1.4 The time period being invoiced

F-2.1.5 The signature of the Provider's representative authorizing the invoice

F-2.1.6 The Providers FEIN as stated on page 11 of the contract

**F-2.2** Payments may be authorized only for service units on the invoice, which are in accordance with the terms and conditions of the contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the contract.

**F-3 Financial Consequences**

The Provider shall be penalized 1.00% for each performance measure not met; up to a maximum of two percent (2%) of the invoice total to be reimbursed. Financial consequences related to failure of the Provider to meet performance measures shall be deducted from the quarterly invoice in which the Provider did not meet the performance measure. The Department shall notify the Provider, in writing of the reason for the invoice reduction and the amount of the reduction.