THIS agreement (the agreement) is between the state of Florida, Department of Education, Office of Early Learning, (OEL, the Office) and the Early Learning Coalition of North Florida (ELC) each individually a “Party” and collectively the “Parties”.

WHEREAS, the State of Florida has charged OEL with overseeing and administering the state’s Voluntary Prekindergarten (VPK) Education Program; and

WHEREAS, the ELC is a statutorily-created entity given the responsibility to administer the VPK Education Program locally; and

WHEREAS, the ELC agrees to develop local public awareness of the VPK Education Program and monitor VPK providers to ensure they are properly administering the VPK Education Program; and

WHEREAS, the Office of Early Learning desires to enter into an agreement with each ELC individually to support VPK outreach, awareness and monitoring initiative (OAMI) services at the local level;

NOW THEREFORE, in consideration of the premises set forth herein, OEL and the ELC agree as follows:

## Subrecipient Determination

## The Office has reviewed the criteria pursuant to 2 CFR §200.330, *Subrecipient and contractor determinations*, and determined the ELC is a subrecipient for purposes of this agreement. The ELC acknowledges it is subject to the Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibits III, IV and V.

## Agreement documents

## The Agreement consists of the following documents:

## Special Conditions [(Exhibit I)](#_SPECIAL_CONDITIONS)

## Scope of Work [(Exhibit II)](#_SCOPE_OF_WORK)

## Voluntary Prekindergarten Provider Monitoring Tool [(Exhibit III)](#_VOLUNTARY_PREKINDERGARTEN_PROVIDER)

## Minimum Annual Sample Size [(Exhibit IV)](#_MINIMUM_ANNUAL_SAMPLE)

## Audit Requirements [(Exhibit V)](#_AUDIT_REQUIREMENTS)

## Certifications and Assurances [(Exhibit VI)](#_Certifications_and_Assurances)

## Compliance with applicable laws

## The ELC shall comply with the following applicable federal laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the ELC), in the course of performing services under this agreement :

* 45 CFR part 82 – Drug-Free Workplace Act Common Rule.
* 45 CFR part 93 – Byrd Anti-Lobbying Amendment Common Rule.
* American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX):
  + Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
  + Section 1107, Protection for whistleblowers (employees and other individuals).

## The ELC shall comply with the following applicable state laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the ELC), in the course of performing services under this agreement:

* Chapter 1002, part VI, F.S. – School Readiness (SR) Program.
* Chapter 1002, part V, F.S. – VPK.
* Provisions related to SR of the current USDHHS-approved Temporary Assistance for Needy Families (TANF) State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (DCF).
* Provisions of the current USDHHS-approved Child Care and Development Fund (CCDF) State Plan including all approved amendments or revisions, as administered by OEL.
* Chapter 6M-4, Florida Administrative Code (F.A.C.) - School Readiness Program Rules.
* Chapter 6M-8, F.A.C. - Voluntary Prekindergarten Education Program Rules.
* Rule 6A-1.09433, F.A.C. – Voluntary Prekindergarten Pre- and Post-Assessments.
* Rule 6A-6.03033, F.A.C. – Specialized Instructional Services (SIS) for Voluntary Prekindergarten Children (VPK) with Disabilities.
* Chapter 6M-9, F.A.C. - Early Learning Coalitions Rules.
* Chapter 112, F.S., Public Officers and Employees:
  + Section 112.061, F.S. – public officers, employees and authorized persons’ per diem and travel expenses.
  + Section 112.313, F.S. – Standards of conduct for public officers, employees or agencies and local government attorneys.
  + Section 112.3135, F.S. – Restriction on employment of relatives.
  + Section 112.3143(1)(b), F.S. – Voting conflicts.

## Procurements

* + Section 215.971, F.S. – Agreements funded with federal or state assistance.
  + Section 287.057, F.S. – Procurement of commodity or contractual services.
  + Section 287.058, F.S. – Contract document.

## Other state laws and regulations

* + Section 20.052, F.S. - Advisory bodies, commissions, boards.
  + Section 119.01, F.S. – General state policy on public records.
  + Section 119.07, F.S. – Public Records.
  + Section 119.0701. F.S. – Contracts; Public Records
  + Section 215.97, F.S. – Florida Single Audit Act.
  + Section 11.062, F.S. – Use of state funds for lobbying prohibited; penalty.
  + Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
  + Section 39.201, F.S. – Proceedings related to children.
  + Section 39.604, F.S. – Rilya Wilson Act attendance and reporting responsibilities.
  + Section 215.42, F.S. – Purchases from appropriations, proof of delivery.
  + Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; and dispute resolution.
  + Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
  + Section 216.301, F.S. – Appropriations; undisbursed balances.
  + Section 216.345, F.S. – Professional or other organization membership dues; payment.
  + Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
  + Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
  + Chapter 274, F.S. – Tangible Personal Property.
  + Section 286.25, F.S. – Publication or statement of state sponsorship.
  + Section 287.017, F.S. – Purchasing categories, threshold amounts.
  + Section 287.0943, F.S. – Certification of minority business enterprises.
  + Section 287.133, F.S. – Public entity crime; denial or revocation of the right to transact business with public entities.
  + Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
  + Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
  + Section 402.281, F.S. – Gold Seal Quality Care program.
  + Section(s) 402.301- 402.319, F.S. – Child Care facilities provisions.
  + Section 411.223, F.S. – Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
  + Section 414.39, F.S. – Fraud.
  + Section 414.411, F.S. – Public Assistance Fraud.
  + Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
  + Chapter 427, F.S. – Special Transportation and Communication Services.
  + Section 435.03, F.S. – Level 1 screening standards.
  + Section 435.04, F.S. – Level 2 screening standards.
  + Section 445.032, F.S. – Workforce Services Transitional child care.
  + Section 943.0542, F.S. – Access to criminal history information provided by the department to qualified entities.
  + Florida Department of Financial Services (FDFS) Travel Manual – <http://www.myfloridacfo.com/Division/SFM/DOMSEC/documents/State_Travel_Manual_2011-01-15.pdf>.
  + Florida Department of Education (FDOE) Travel Policy Manual – [http://www.fldoe.org/core/fileparse.php/‌7604/urlt/0069770-travelmanual.pdf](http://www.fldoe.org/core/fileparse.php/7604/urlt/0069770-travelmanual.pdf)
  + FDFS [Contract and Grant User Guide](http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf).
  + [Florida Reference Guide to State Expenditures](http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf).

## Effective date

## The agreement shall be effective on July 1, 2016 or the date on which the last party has signed the agreement, whichever is later.

## Ending date

## The agreement shall end on June 30, 2017 unless the agreement is terminated it earlier, extended or renewed as provided herein.

## No state obligation before starting date or after ending date

## The OEL shall not be obligated to pay for costs incurred related to the agreement prior to its effective date or after its ending date.

## Extension

## Subject to agreement by the Parties, extension of the agreement for services shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the ELC.

## Renewal

## Upon mutual agreement, OEL and the ELC may renew the agreement, in whole or in part, for a period that may not exceed three years or the term of the agreement, whichever period is longer. The renewal must be in writing and signed by both parties, and it is subject to availability of funds.

## Grant manager for the ELC and for OEL

The OEL Grant Manager is responsible for enforcing the agreement terms and conditions and serves as a liaison with the ELC.

| ELC’s Grant Manager | |
| --- | --- |
| Name: | Tajaro Dixon |
| Title: | Grants and Operations Manager |
| Address: | 3841 Reid Street, Palatka, FL |
| ZIP code: | 32177 |
| Office phone: | (386) 328-6232 |
| Email address: | tdixon@elcnorthflorida.org |

| OEL’s Grant Manager | |
| --- | --- |
| Name: |  |
| Title: | Grant Manager |
| Address: | Office of Early Learning  250 Marriott Drive  Tallahassee, Florida |
| ZIP code: | 32399 |
| Office phone: | (850) 717- |
| Email address: | @oel.myflorida.com |

## Change in Grant Managers

In the event that any party designates different Grant Managers after the execution of the agreement, notice of the foregoing information for the new Grant Manager will be transmitted by email or sent in writing to all of the parties and said notification will be attached to copies of the agreement.

## Execution

In consideration of the mutual covenants set forth above and in the exhibits hereto, the Parties have caused to be executed this agreement by their undersigned officials duly authorized.

|  |  |
| --- | --- |
| ELC of North Florida | |
| By: |  |
| Printed name: | Dawn E. Bell |
| Title: | C.E.O. |
| Date: | June 15, 2016 |
| FEIN: | 59-3691819 |

|  |  |
| --- | --- |
| Office of Early Learning | |
| By: |  |
| Printed name: | Rodney J. MacKinnon |
| Title: | Executive Director |
| Date: |  |
| FEIN: | 59-3474751 |

|  |  |
| --- | --- |
| OEL | |
| Approved as to form and legal sufficiency, subject only to full and proper execution by the parties. | |
| By: |  |
| Printed signature: | Maggi O’Sullivan Parker |
| Title: | General Counsel |
| Date: |  |

# SPECIAL CONDITIONS

1. **Allowable costs**

In accounting for and expending grant funds, a recipient and/or subrecipient may only charge expenditures to the grant award if they are:

(a) in payment of obligations incurred during the approved grant period,

(b) in conformance with the approved program services,

(c) in compliance with all applicable statutes and regulatory provisions,

(d) costs that are allocable to a particular cost objective,

(e) spent only for reasonable and necessary costs of the program, and

(f) not used for general expenses required to carry out other responsibilities of the grantee.

1. **Assignments and subcontracts**

OEL shall at all times retain the ability to assign or transfer its rights, duties or obligations under the agreement to another state of Florida governmental agency; in the event that this occurs, OEL shall give prior written notice to the ELC. The ELC agrees not to assign the responsibility for the agreement to another party without OEL’s express written approval. The ELC agrees to notify OEL prior to changing its early learning programs service delivery provider, if applicable. In the event OEL or a state of Florida agency approves the ELC’s transfer of obligations, the ELC retains responsibility for all agreement-related work and expenses. In addition, the agreement shall bind the ELC’s successors, assigns and legal representatives to any legal entity that succeeds OEL’s obligations. The ELC’s agreements and contracts with subrecipients must contain this agreement’s special conditions and audit requirements. The ELC’s agreements with subrecipients shall only include applicable scope of work provisions of this agreement.

1. **Background screening**

“Qualified entity”, as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.

An ELC is a qualified entity and therefore shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this agreement screened in a manner consistent with s. 943.0542, F.S. The ELC shall have written policies that include the following:

1. The ELC shall require any subrecipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under the terms of this agreement screened in a manner consistent with s. 943.0542, F.S.
2. The ELC shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the ELC shall maintain on file verification for all ELC personnel and any subrecipient or contractor’s personnel, if applicable and unless excluded as described below, assigned to work on this agreement:
3. Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
4. The highest level of education claimed, if the position requires.
5. All applicable professional licenses claimed, if the position requires.
6. Applicable employment history, if the position requires.
7. To be in compliance, employee background screenings must be from no earlier than five years before this agreement’s effective date.
8. The ELC shall update the background screening every five years before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this agreement.
9. The ELC shall repeat the background screening if there is a 90-day lapse in employment from working on this agreement. The ELC shall rescreen the person before assigning the person to this agreement.
10. The ELC shall arrange for and pay all the costs for background screenings.
11. The ELC shall require each employee it assigns to this agreement to notify the ELC within 10 calendar days of being arrested for any criminal offense.
12. The ELC shall review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this agreement.
13. The ELC shall not allow the employee to return to work on this agreement until cleared of all charges.
14. ELC board members and volunteers who interact with children on an intermittent basis for less than 10 hours per month are not required to be background screened as long as a person who meets the background screening requirements of the agreement has the board member or volunteer in his or her line of sight during any interaction with children.
15. The ELC shall require its subrecipient or contractor to:
16. Require each employee it assigns to a contract with the ELC to notify the ELC within 10 calendar days of being arrested for any criminal offense.
17. Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on the contract.
18. Not permit the employee to return to work on the contract until cleared of all charges.
19. Any subrecipient, contractor or subcontractor who does not meet the definition of “Qualified Entity” but who will perform duties under contract with the ELC and who is permitted access to a child care location while children are present, or who will have access to confidential information about the children in care or their family shall comply with all of the above.
20. Any contractor or subcontractor who does not meet the definition of “Qualified Entity” and who will perform duties under this contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or his family is not required to submit its employees to a background screening.
21. Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However if an ELC contracts with a subrecipient, contractor or subcontractor during the term of this agreement then the polices should be updated to include reference.
22. **Breach of Security/Confidentiality**

For purposes of this agreement, “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with ELC operations; however, good faith attempts at access shall not be considered a security incident.

For purposes of this agreement, “Breach of Security” means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the ELC does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the contract or subject to further unauthorized use.

The ELC agrees to comply with s. 501.171, F.S. related to the security of confidential personal information and understands that the ELC for this purpose will be considered a third party agent as referenced in this statutory section.

The ELC shall immediately notify the Office’s Inspector General and Information Security Manager of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., within 24 hours of the incident the ELC shall provide written notification to the Office’s Inspector General and Information Security Manager that identifies: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the ELC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the ELC has taken or shall take to prevent future similar unauthorized use or disclosure. The ELC shall provide any additional information, including a full written report, as reasonably requested by the Office.

If the Office, at its sole discretion, determines that the ELC has failed to comply with any confidentiality provision of this agreement, or determines that prompt and satisfactory corrective action has not occurred, the Office has the unilateral right to suspend the agreement until it is satisfied that corrective action has been taken or may terminate the agreement. If this agreement is terminated, the ELC must immediately surrender to the Office all confidential information and copies thereof obtained under the Contract and any other information relevant to the Contract.

The ELC understands and agrees that all reasonable fees and costs necessary for the Office to remedy any breach of confidentiality due to the conduct of the ELC, its employees, subcontractors, agents, or affiliates, or any individual within the control of the ELC, shall be the responsibility of the ELC. The ELC shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this agreement.

The ELC understands and agrees to the confidentiality and security provisions of this agreement regarding the requirements to safeguard the confidentiality of the information which is the subject of the agreement, and which is considered a material condition of the agreement. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the ELC will be subject to penalties as follows:

Criminal Penalties: The ELC and any of its employees, agents, contractors, subcontractors, affiliates or any other individual that breaches the confidentiality requirements of this agreement are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.

Civil Remedies: In addition to criminal sanctions, the ELC and its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this agreement or applicable laws are subject to any and all civil remedies available to the Office and the state of Florida.

1. **Contingency statement**

An annual legislative appropriation determines the state of Florida’s payment obligation under the agreement.

1. **Cooperation in investigations**

The ELC shall fully cooperate with OEL and any other state or federal authorities on any fraud or other types of investigations. This includes, but is not limited to, producing any requested documents and providing witnesses to testify when requested.

1. **E-Verify**

The ELC shall use the U.S. Department of Homeland Security’s E-Verify system to verify employment eligibility for new hires. Failure to do so shall be cause for OEL to unilaterally cancel this agreement. Also, the ELC agrees to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

The ELC agrees to provide the Office, within thirty days of the effective date of this agreement, documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the program. (This page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage.)

The ELC further agrees that it will require each subcontractor that performs work under this agreement to enroll and participate in the E-Verify program within ninety days of the effective date of the agreement or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The ELC shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating the enrollment in the E-Verify program and make such record(s) available to the Office upon request.

The ELC further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Office.

1. **Florida Abuse Hotline reporting**

In compliance with s. 39.201, F.S., any employee of the ELC or its subcontractors shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE) if the employee knows or has reasonable cause to suspect any of the following circumstances:

That a child, is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare or that a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,

That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child’s welfare; or

That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

1. **Force majeure and notice of delay from force majeure**

Neither OEL nor ELC shall be liable to the other for any delay or failure to perform under the agreement if such delay or failure is neither the fault nor the negligence of the OEL or ELC or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if there is no available alternate supply source.

However, in the event of delay from the foregoing causes, the OEL or ELC shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the OEL or ELC’s performance obligation under the agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost to either OEL or ELC under the agreement. In the case of any delay the ELC believes is excusable under this paragraph, the ELC shall notify OEL and describe the cause of the delay or potential delay in writing within 10 calendar days after the cause that creates or will create the delay.

The foregoing shall be the ELC’s sole remedy or excuse regarding the delay. The ELC must provide notice in strict compliance with this paragraph to receive the remedy. OEL, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the ELC of OEL’s decision in writing. The ELC shall not assert a claim for damages, other than for an extension of time, against OEL. The ELC is not entitled to an increase in the agreement price or payment of any kind from OEL for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference or hindrance from any cause whatsoever.

If any of the causes this paragraph describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the ELC shall perform at no increased cost, unless OEL determines, in its sole discretion, that the delay will significantly impair the agreement’s value to OEL or the state. In which case, OEL may do any or all of the following actions:

1. Accept the ELC’s allocated performance or deliveries, provided that the ELC grants OEL preferential treatment for products or services subjected to allocation.
2. Purchase from other sources (without recourse to and by the ELC for the related costs and expenses) to replace all or part of the products or services the delay affects. The OEL may deduct the purchases from the agreement funds.
3. Terminate the agreement in whole or in part.
4. **Governing law**

State of Florida laws applicable to agreements and contracts implemented and wholly performed within the state shall construe and govern the Agreement for all purposes. The judiciary system of the state of Florida shall determine all disputes, claims or any other matters. The venue of any and all actions pertaining to this Agreement shall be in Leon County, Florida.

1. **Indemnification**

The ELC shall be liable for and indemnify, defend and hold OEL and all of its officers, directors, agents and employees harmless from all claims, suits, judgments or damages that arise from the ELC or any of its agents, subcontractors or employees’ acts, actions, neglect or omissions during the early learning programs’ performance or operations under the Agreement or any subsequent modifications thereof. This includes attorney fees and costs. This indemnification holds whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property.

1. **Independent coalition status**

In the ELC’s performance of its duties and responsibilities under the agreement, it is mutually understood and agreed that the ELC is at all times acting and performing as an independent contractor and not as a division or subpart of OEL. Nothing in the Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

1. **Insurance and risk mitigation**
2. The ELC shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the agreement and any renewal(s) or extension(s) of it. By execution of the agreement, the ELC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the ELC and the clients to be served under the agreement.
3. The ELC shall maintain errors and omissions insurance on its board members.
4. The ELC shall maintain fidelity bonding of its fiscal personnel.
5. The ELC shall maintain a disaster recovery plan within its continuity of operations plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters.
6. The ELC will have and continuously maintain all other types of insurance as required by law.
7. In the event that any of the coverage described above is canceled by the insurer for any reason, the ELC shall immediately notify the Office of such cancellation and shall obtain replacement coverage acceptable to the Office and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.
8. Proof of insurance.All insurance policies shall be with insurers qualified and doing business in Florida. The Office shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.
9. In accordance with 2 CFR 200.310, *Insurance Coverage*, the ELC shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds.
10. **Intellectual property rights**
11. All data OEL creates or the ELC receives from OEL, whether electronic or hardcopy, during the duration of this agreement is OEL’s property. The ELC shall surrender it to OEL at no cost to OEL upon expiration, termination or cancellation of this agreement. The following terms and conditions apply to all grants recipients, unless explicitly waived:
    1. With respect to all products created by the ELC pursuant to this agreement, said materials will be the property of OEL.
    2. To the extent that any product constitutes a “work” within the meaning of U.S. copyright laws, 17 United States Code Service (USCS) 101, et seq., it shall be a “work for hire.” In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the ELC shall assign and convey to OEL all rights, title and interest in the product or material and require its employees and subcontractors to do the same.
    3. The ELC agrees that its employees will not assert any ownership of the product produced pursuant to this agreement. The ELC shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure OEL’s rights.
    4. Any claim by the ELC of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
    5. The ELC agrees that if it hires any third party to perform any work pursuant to this agreement, the work shall be on a “work for hire” basis and shall not in any way infringe upon OEL’s ownership of the product.
    6. The ELC agrees not to convey any rights in the product to a third party.
    7. If the ELC hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the ELC and OEL the non-exclusive license to use the product.
12. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between OEL and the ELC in order to further the use of the products in the educational community.
13. Pursuant to s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of state funds, OEL will refer it to the Department of State 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 agreement are hereby reserved to the State of Florida.
14. Pursuant to s. 286.021, F.S., and subject to claims of the United States Department of Health and Human Services (USDHHS), any and all copyrights accruing under or in connection with the ELC’s execution of its duties under the agreement, funded by Early Learning Program funds, are hereby reserved to the state of Florida.
15. Pursuant to s. 286.021, F.S., and subject to claims of the USDHHS, any and all copyrights accruing under or in connection with the ELC’s execution of its duties under the agreement, funded by Early Learning Program funds, are hereby reserved to the state of Florida.
16. Pursuant to 45 CFR 75.322, the USDHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the ELC or its sub grantees or contractors purchase with such federal funds.
17. Pursuant to federal and state laws, the ELC will not violate the copyrights of any third party during the performance of the scope of work for this grant award. The ELC further warrants that as to each Deliverable produced pursuant to this award, ELC’s production of the Deliverable(s), and the Office’s use of the Deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the ELC additionally warrants the following:
18. As to each work of software or other “information technology”, as defined in s. 287.012(15), F.S., in which copyrights subsist, the ELC has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable(s).
19. As to each image and sound recording incorporated into a Deliverable, the ELC has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
20. **Membership dues, subscriptions and licensing fees**

The ELC shall comply with the terms of s. 216.345, F.S., and 2 CFR §75.454, *Memberships, subscriptions, and professional activity costs*, when incurring costs related to paying membership dues, subscriptions and licensing fees.

Payment information, which must contain a statement that the records of memberships, subscriptions or licenses for which the ELC paid, maintained at the ELC shall be public records pursuant to s. 119.01(3), F.S. The organization paid must provide this statement. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the ELC funded.

1. **Notification of legal action**

The ELC shall notify OEL of legal actions taken against it or potential actions such as lawsuits related to services provided through this agreement, that may impact the ELC’s ability to deliver the contractual services or that may adversely impact OEL. The ELC shall notify OEL in writing within 24 continuous hours of becoming aware of such actions or from the day of the legal filing, whichever comes first.

1. **Office of Minority Business Enterprise Report**

OEL is dedicated to supporting, tracking and increasing its small minority business enterprise spending with prime contractors and subcontractors as s. 287.0943, F.S., requires. The ELC shall submit the [Minority Sub Contractors Utilization Summary](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d) report quarterly, regardless of whether the ELC has spent the funds with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the quarter. The ELC shall submit the expenditures report to the SharePoint Coalition Zone site, Invoice folder, MBE Reports.

1. **Order of precedence**

If there is any conflict between the provisions in the Agreement and state law (in which case, OEL may modify the Agreement from time to time), resolution will occur in the following order of priority:

1. State law.
2. The agreement.

If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. **Personnel costs – time distribution**

The ELC shall base charges to funded projects for personnel costs, whether treated as direct or indirect costs, on payrolls documented in accordance with generally accepted practices from and approved by a responsible official(s) of the contractor/grantee. Such generally accepted practices must comply with the instructions provided in [OEL’s Cost Allocation Guidance](http://oel-sharepoint/sites/coalitionszone/Reference%20Materials%20and%20User%20Guides/Forms/AllItems.aspx). When employees work on multiple activities or cost objectives (e.g., more than one federal grant program, a federal grant program and a non-federal grant program, an indirect cost activity and a direct cost activity, two or more indirect activities that are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

**1.** Reflect an after-the-fact distribution of the actual activity of each employee.

**2.** Account for the total activity for which each employee is compensated.

**3.** Prepared at least monthly and must coincide with one or more pay periods.

**4.** Signed by the employee and/or supervisor that has first-hand knowledge of the employee’s performed tasks.

1. **Policy Compliance**

The ELC shall comply with the following referenced OEL policies and with any subsequent revisions, which are hereby incorporated by reference:

1. [Program Guidance 101.02 – Records Confid](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d)[entiality Policy](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d).
2. [Program Guidance 300.01 IT Security Manual](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d)
3. [Program Guidance 202.80 – Early Learning Coalition Annual Report](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d)
4. [Program Guidance 240.01 – Cash Management Procedures](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d)
5. [Program Guidance 240.03 – Collection of a Delinquent Account](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d).
6. [Program Guidance 240.05 – Guid](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d)[ance on Prior Approval Procedures.](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d)
7. [Program Guidance 240.06 – Reimbursement Request Requirements for Early Learning Coalitions](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d).
8. [Program Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d).
9. **Prior approval requests**

The ELC shall request and obtain prior written approval from OEL before purchasing select items of cost in compliance with [OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d).

1. **Procurement**

The ELC must comply with federal and the procurement requirements of ss. 215.971, 287.057, and 287.058, F.S.

1. **Prohibited entertainment costs**

The ELC shall comply with State expenditure guidelines ([Florida Reference Guide to State Expenditures](http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf)) which prohibit entertainment costs.

1. **Prohibited food and food-related costs**

Except as law otherwise provides, the ELC may not use state or local matching funds directly or indirectly to pay for meals, food or beverages for ELC board members, ELC employees or for subcontractor employees (s. 1002.83(12), F.S.).

1. **Prohibited** **lobbying costs**

Pursuant to s. 216.347, F.S., no funds awarded under this agreement can be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

If the ELC has or will pay any funds other than federal appropriated funds 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 agreement, the ELC shall complete and submit [Standard Form – LLL, Disclosure Form to Report Lobbying](http://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf), according to its instructions.

The ELC shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification’s language and that all subrecipients shall certify and disclose accordingly.

The certification at Exhibit VI is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for making or entering into this transaction. 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.

1. **Public entity crimes**
2. **Convicted vendor list**

Sections 287.133(3)(a) and (b), F.S., state that a person or affiliate on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity to construct or repair a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not receive or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. See s. 287.133(2), F.S.

By signing the Agreement, the ELC acknowledges that it and any subcontractors or subrecipients receiving early learning program funds through the ELC are operating in compliance with this section and the ELC and any subcontractors are not disclosed on the [Florida Department of Management Services website](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list). The ELC understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit VI.

Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. Prior to contract or agreement execution, the ELC shall also verify that no party to the agreement is on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The ELC shall maintain verification documentation.

1. **Discriminatory Vendor List**

In accordance with s. 287.134(2)(a), F.S., an entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. See s. 287.134(3)(a), F.S.

By signing this agreement the ELC hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any ELC person or affiliate, has been placed on the convicted vendor list or discriminatory vendor list which can be found on the [Florida Department of Management Services website](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list). The ELC understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit VI.

1. **Scrutinized Companies Lists**

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](http://www.flsenate.gov/Laws/Statutes/2012/215.473), F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. S. 287.135(2), F.S.

Any contract with the ELC for goods or services of $1 million or more entered into or renewed on or after July 1, 2012, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under s. 287.135 (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. s. 287.135(3)(b), F.S.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with the ELC for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,or that it does not have business operations in Cuba or Syria. s. 287.135(5), F.S.

If this award is in the amount of $1 million or more, in accordance with the requirements of s. 287.135(5), F.S., the ELC, by signing this contract, hereby certifies that the ELC and any actively-contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

1. **Public Records Law Compliance, access and confidentiality**
2. All ELC records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the ELC to maintain records in a location that is accessible to the public.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Office of Early Learning**

**250 Marriott Drive**

**Tallahassee, Florida 32399**

**(850)717-8550**

**PublicRecordsCustodian@oel.myflorida.com**

1. In accordance with s. 1002.97, F.S., the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by the ELC or OEL, are confidential and exempt from the provisions of s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
2. In accordance with s. 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under s. 1002.53, F.S., and any personal information contained in those records, are confidential and exempt from s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
3. The ELC shall allow the parent the right to inspect and review the individual VPK program record of his/her child and provide the parent a copy of the record upon request.
4. The ELC shall allow access to VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively.
5. The ELC shall provide the public with access to public records on the same terms and conditions that the Office would provide the records and at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
6. Representatives of the Office, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability (“OPPAGA”), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the ELC as they may relate to this agreement.
7. The ELC shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Office under this agreement.
8. The Office shall have the right to audit the ELC’s records and practices related to use and disclosure of confidential information. The ELC agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the ELC on behalf of, the Office available to the Office upon request.
9. The ELC shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
10. **Records retention**

The ELC shall document activities related to VPK implementation, including administrative and reporting responsibilities. Documentation shall be sufficient for an audit trail. The ELC shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the ELC submit per OEL instructions and makes available for review upon request.

1. The ELC shall have/establish a proper accounting system in accordance with generally accepted accounting standards.
2. The ELC shall account for expenditures from SR and VPK funding separately. The ELC shall require the same of its subcontractors.
3. The ELC shall establish and maintain records related to eligibility, enrollment files, provider payments, ELC staff background screenings and other documents required for implementing early learning programs.
4. The ELC shall establish a five (5) year records retention requirement for attendance and sign-in/sign-out records for all SR and VPK services. The ELC may not alter or amend attendance records after Dec. 31 of the subsequent fiscal year.
5. To comply with generally accepted accounting procedures and practices, the ELC shall establish and maintain books, records and documents, including electronic storage media and electronic records. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and funds.
6. The ELC shall maintain all accounts, records and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five (5) years from the submission date of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the agreement, whichever occurs last.
7. The ELC shall ensure that accounting records reflect the separation of all programs/activities the ELC administers or for which it receives funding. Records shall adequately identify with Other Cost Accumulators (OCA) the source and funding application for each program/activity. The ELC shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity.
8. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
   1. The ELC acknowledges that each agency, organization or individual receiving confidential and exempt records in order to carry out official functions must protect the data. Those with access to confidential data must not permit persons other than those authorized to receive the records, to obtain children’s or their parents’/guardians’ personal identification.
   2. The ELC shall develop processes and procedures to secure the confidential data.
   3. The ELC, including its employees, subcontractors, agents, or any other individuals to whom the ELC exposes confidential information obtained  under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of this agreement’s terms.
9. The ELC shall require that its subrecipients and subcontractors follow the same terms and conditions contained in this agreement. The ELC shall require its subrecipients and subcontractors to enter into and use appropriate nondisclosure agreements as necessary to maintain the data’s confidentiality and security. The ELC shall also require individuals who have access to such data to complete an individual nondisclosure form that the ELC or its contractor shall maintain on file.
10. The ELC shall comply with the records retention requirements in Florida. The [General Records Schedule GS1-SL for State and Local Government Agencies](http://dos.myflorida.com/library-archives/records-management/general-records-schedules/) includes the following requirements related to grant files for recipients–
11. This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the agreement provided applicable audits have been released. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

1. **Related party contracts**

The ELC shall follow statute and provide OEL contract documentation for any contracts with ELC employees, ELC governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. ELCs must comply with requirements in state statute and OEL instructions (s. 1002.84(20), F.S.).

1. Any governing board member(s) benefitting from ELC contract(s) must disclose in advance the conflict of interest and must abstain from the vote process.
2. The impacted individual must complete the necessary conflict of interest disclosure forms.
3. The ELC shall present all such contracts to the ELC governing board for a vote. A valid approval requires two-thirds vote of the ELC board, a quorum must be established.
4. The ELC shall not enter into a contract in excess of $25,000 with a member of the ELC board or relative of a board member without OEL’s prior approval.
5. The ELC does not have to obtain OEL’s prior approval for contracts below $25,000.
   1. However, ELCs shall adequately disclose and properly report and track such contract activity.
   2. The ELC shall report such contracts to OEL within 30 days after receiving approval from the ELC governing board.
6. **Renegotiation or modification**

Agreement provision modifications shall only be valid when they are in writing and all parties have duly signed and dated them.

1. **Severability**

If a court of competent jurisdiction determines any term or provision of the Agreement unenforceable, OEL will strike the term or provision. The remainder of the Agreement will remain in full force and effect.

1. **Sponsorship/public announcements**

The ELC agrees to comply with s. 286.25, F.S., and use the following statement in publicizing, advertising or describing the sponsorship of early learning projects the ELC fully or partially finances with state funds or funds from a state agency – “Sponsorship by (name of organization) and the state of Florida, Office of Early Learning.” If the referenced sponsorship is in written material, the words “Office of Early Learning” shall appear in the same size letters or type as the ELC’s name.

### ELCs shall only use OEL logos that have been approved by OEL. This section does not apply to ELC logos.

### ELC shall update electronic OEL logos used locally in electronic materials to the current OEL-released logo within sixty (60) calendar days of release with the exception of the electronic OEL-related logos embedded in the OEL approved system ~~s~~oftware. ELC shall notify OEL in writing of any circumstances resulting in a delay in updated logo implementation.

### The ELC agrees to comply with Public Law (P.L.) 103-333, s. 508, when the ELC issues statements, press releases, requests for proposals, bid solicitations and other documents describing a project or program that federal money funds in whole or in part. The law requires the ELC and its subrecipients to clearly state the percentage of the total cost of the program or project that federal money will finance, the dollar amount of federal funds used for the project or program, and the percentage and dollar amount of the total cost of the project or program that non-governmental sources will finance.

1. **State requirements**

The ELC shall comply with applicable state laws, rules and regulations when expending funds it receives or earns under this agreement.

1. **Termination due to lack of funds**

If funds to finance the Agreement become unavailable or if the state government withdraws or redirects funds upon which the Agreement depends, OEL may terminate the Agreement in writing with no less than 24 hours’ notice. The ELC shall receive notice by certified mail with proof of delivery after being notified verbally by the OEL Grant Manager or in person with proof of delivery. OEL shall be the final authority as to fund availability and will not reallocate funds earmarked for the Agreement to another program, thus causing lack of funds.

1. **Termination - ELC responsibilities if award is terminated**

Federal and state standards for procurement and contracts administration require all contracts in excess of $10,000 to discuss events that trigger termination, the manner by which termination shall be effected, and the basis for settlement. See 45 CFR §75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

### Termination for cause. In the event of termination of this agreement by OEL for cause, the ELC shall be liable for OEL’s expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link.](http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf)

### Termination for convenience. OEL, by written notice to the ELC, may terminate the agreement in whole or in part when OEL determines in its sole discretion that it is in the state’s interest to do so. The ELC shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.

### After receipt of a notice of termination. Except as otherwise specified by the Office, the ELC shall:

### 3.1 Stop work under the agreement on the date of and to the extent specified in the notice.

### 3.2 Complete performance of the work not terminated by the Office.

### 3.3 Take such action as may be necessary, or as the Office may specify, to protect and preserve any property related to the agreement which is in the possession of the ELC and in which the Office has or may acquire an interest.

### 3.4 Transfer, assign, and make available to the Office all property and materials belonging to the Office, upon the effective date of termination of the agreement. No extra compensation will be paid to the ELC for its services in connection with such transfer or assignment.

### 3.5 Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

1. **Travel and per diem**

Section 112.061, F.S., specifies in what manner the ELC may reimburse all travel-related costs ELC governing board members, employees, agents or subcontractors incur. The statute allows costs for preapproved, reasonable and necessary per diem allowances and travel expenses. The ELC shall reimburse such costs at the standard travel reimbursement rates that s. 112.061, F.S., establishes, and shall comply with all applicable federal and state requirements. The Office requires travel reimbursements be submitted within thirty (30) days of the travel event.

1. **Unallowable or prohibited expenditures**

The [State of Florida Reference Guide for State Expenditures](http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf), which includes all grant funds, prohibits, unless expressly provided by law, expenditures from program funds for the following items:

### Congratulatory telegrams.

### Flowers or telegraphic condolences.

### Entertaining visiting dignitaries.

### Refreshments such as coffee and doughnuts.

### Decorative items (e.g., globes, statues, potted plants, picture frames).

### Per s. 286.27, F.S., use of state funds for greeting cards is prohibited.

1. **Unauthorized Alien(s)**

The ELC agrees it shall not employ unauthorized aliens. The Office shall consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this award by the Office.

1. **Warrant of ability to perform**

The ELC warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition that would in any way prohibit, restrain or diminish the ELC’s ability to perform under the agreement. The ELC shall immediately notify OEL in writing if its ability to perform is compromised in any manner or if it becomes involved in any litigation during the term of the agreement.

1. **Whistleblower’s Act Requirements**

In accordance with s. 112.3187, F.S., the ELC shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public’s health, safety, or welfare. Furthermore, the ELC shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The ELC shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office’s Inspector General, and the Florida Commission on Human Relations or the Whistle-blower’s Hotline number at 1-800-543-5353. Additional local ELC whistleblower policy and procedures also apply.

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# SCOPE OF WORK

# General statement

1. **Purpose and General Information**

This Agreement establishes terms and conditions for Outreach, Awarness and Monitoring Initiative (OAMI) with which the ELC agrees to comply in exchange for state funds from OEL.

OEL, at its sole discretion and upon written request by the ELC, will consider offering an extension for any listed tasks, timelines, or deliverables. Notification of any deliverable extension granted shall be provided in writing by the OEL Grant Manager to the ELC.

1. **Funding and budget**

The General Appropriation Act (GAA) Specific Appropriation 80 provides funding for VPK OAMI. Under the Agreement, OEL shall notify the ELC of its budget of allocated funding by way of Notice of Award (NOA). OEL shall provide the ELC a NOA for the OAMI and will state the award period. Noncompliance with the terms and conditions of this agreement and the NOA may result in the ELC losing grant funds or OEL suspending or terminating the agreement or disallowing costs. OEL has the authority to amend the ELC’s OAMI NOA to reallocate funds.

1. **Major goals**
   1. Maximize local public VPK awareness.
   2. Monitor VPK Education Program providers to obtain reasonable assurance that the providers administer the VPK Education Program in compliance with laws, regulations and the provisions of contracts or grant agreements and that the providers achieve those performance goals.

# Terms and definitions

1. **Early learning coalition (ELC)** – Part of a system of statutorily-created local not-for-profit entities in Florida that implement early learning programs at the local level. These programs include, but are not limited to, the SR, Child Care Resource and Referral Program (CCR&R), Child Care Executive Partnership (CCEP) Program and the VPK Education Program.
2. **Office of Early Learning** **(OEL)** – The OEL is the lead office for the federal CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, SR, CCR&R, CCEP and VPK.
3. **Other cost accumulator (OCA)** – Indicators for tracking state and federal fund expenditures.
4. **Outreach, Awareness and Monitoring Initiative (OAMI)** – Initiative to support public **awareness** of VPK and during-the-award monitoring of VPK providers to ensure proper VPK administration.
5. **Grant Manager** – OEL’s employee responsible for enforcing the performance of agreement terms and conditions and the ELC’s employee responsible for compliance with the agreement terms and conditions. The Grant Managers serve as the primary point of contact for this grant through which the agreement information flows between OEL and the ELC.
6. **Voluntary Prekindergarten (VPK) Education Program** – A free educational program that prepares 4-year-olds for success in kindergarten and beyond. To be eligible, children must **live** in Florida and be 4-years-old on or before Sept 1 of the program year. Parents whose children are born from Feb. 2 through Sept. 1 of a calendar year may choose to enroll their child in VPK either that year or the next. The program helps children develop skills and knowledge consistent with the performance standards adopted for use in VPK. Children who are participating in the Gardiner Scholarship Program (formerly the Florida Personal Learning Scholarship Account (PLSA) program) are not eligible to participate in VPK. Eligible private child care centers, private schools, family day care homes, large family child care homes and public schools may offer VPK.VPK Specialized Instructional Services (SIS) is offered for children with individual educational plans (IEPs). Parents can choose from one of the following programs:

#### School-year program – 540 instructional hours. Class sizes of 20 or fewer students. Instructors must hold a minimum of the Birth through Five Florida Child Care Professional Credential or equivalent. VPK instructors with less than an Associate’s degree are also required to have specified standards and emergent literacy training.

#### Summer program – 300 instructional hours. Class sizes of 12 or fewer students. Instructors must hold a bachelor's degree in a specified area and/or teacher certification.

#### SIS program – Services offered must be consistent with the child’s IEP developed by the local school district. Hours vary by instructional services provided and SIS provider cost. Children with an IEP may take part in either a school-year program, summer program, or VPK SIS program. Eligible children can participate in VPK SIS program during either the school year or the summer. SIS Instructors may be from a pre-approved category or separately approved through the process outlined in Rule 6A-6.03033, F.A.C.

1. **Coalitions Services Portal -** The core module of the single statewide integrated system used to **process** the VPK and SR applications from the Family Portal and process provider applications, agreements and attendance records from the Provider Portal.
2. **VPK Roundup** – Advertised meeting(s) at various locations that local ELCs schedule to register children for VPK.

# Manner of service provision

1. **Outreach and awareness**

The ELC may expend grant funds for outreach and awareness activities to promote the VPK Education Program at the local level. The following are allowable outreach and awareness activities as each grant OCA used for the allocation of those expenditures defines.

* 1. VPK local planning and implementation.
     1. Increased capacity needed for IT, initial provider and student registration, and planning activities.
     2. Activities to maximize public awareness of the VPK Education Program and initial registration, including:
* Electronic media campaigns, including television, radio spots and electronic billboards.
* Print media, including newspaper ads, magazines, flyers and billboards.
* VPK roundup activities.
* Conference participation promoting VPK, including information booths and speaking engagements.
  1. VPK local curricula and materials, including curricula and materials made available to a VPK provider.
  2. VPK local training, including training for ELC staff, contractors and VPK providers.

1. **Monitoring Initiative**
   1. The ELC may expend grant funds for VPK monitoring activities. ELC shall allocate salaries and benefits in accordance with Personnel Activity Reports (PARs) allocation and allocate shared activity based on percentage of direct staff hours per PARs. Activities shall include but are not limited to:
      1. Verifying compliance of providers.
      2. Certifying student enrollment and student attendance.
      3. Reviewing/approving provider improvement plans and corrective action plans.
   2. VPK monitoring initiative funds are for accomplishing monitoring activities and ELCs shall expend the funds, in compliance with the OCA VPMNI, for allowable costs associated with monitoring VPK providers, including requirements in the VPK Provider Monitoring Tool.
   3. The ELC shall submit a tracking log detailing the VPK Providers monitored with their reimbursement request. The tracking log shall include the total number of VPK providers to be monitored during the grant term; name, address and contact information of monitored providers; and a cumulative total of VPK providers monitored during the grant term.
   4. The ELC shall develop a valid sample size for VPK monitoring. To create a valid sample size for monitoring, the ELC shall:
      1. The monitoring sample size will be derived from the number of VPK providers under contract during the current VPK program year. Once determined, the ELC should check the sample size look-up table (Exhibit IV) to determine the number of providers to review for the fiscal year.
      2. Determine the number of providers to include in the review sample.
   5. The ELC shall conduct onsite monitoring of each selected VPK provider to verify compliance with applicable rules, laws and regulations. The ELC shall monitor providers based on the sample size developed in subsection 2.4. The ELC may use the monitoring tool OEL developed or the ELC’s own tool, but all elements in the ELC’s tool must be in compliance with the OEL Monitoring Tool. Monitoring elements shall:
      1. Validate current provider licensure or accreditation.
      2. Validate director credentials.
      3. Validate classroom/instructors and credentials.
      4. Verify provider has met instructor/child ratio.
      5. Validate improvement plan progress for providers on probation.
      6. Validate reported curriculum compliance.
      7. Validate class schedule/instructional hours.
      8. Verify evidence of VPK children’s daily and monthly attendance.
      9. Verify evidence of implementation of the pre– and post-assessment.
      10. Verify evidence of applicable insurance coverages.
   6. If the ELC elects to deviate from the required sample size, the ELC shall submit a waiver request to OEL. The waiver shall include the explanation for deviation. OEL may request documentation supporting the explanation. OEL must approve the request in order for the ELC to deviate.
   7. The OEL monitoring tool is available on the OEL [SharePoint Coalition Zone in the Monitoring Guides Library](http://oel-sharepoint/sites/coalitionszone/Monitoring%20Guides/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2FMonitoring%20Guides%2FAS%5FMonitoring%5FTools%5F2016%2D17&FolderCTID=0x01200092CEA71F84275142A1E98D5A3566A224&View=%7b131F42BB-B818-4A29-B768-7603FD6FEDB3%7d). See [EXHIBIT III](#_VOLUNTARY_PREKINDERGARTEN_PROVIDER) – VPK PROVIDER MONITORING TOOL\_2016-17.
   8. If the provisions of subsections C2.1 through C2.7 are met, the Coalition may expense costs related to the establishment and maintenance of a statewide computerized child care information system used for the purpose of monitoring child care providers from the portion of funds allocated to the Monitoring Initiative. Prior approval procedures must be met to expense any item that meets the local capitalization threshold.

# Deliverables

Quarterly payments are tied to the ELC completing at least one on-site monitor of a VPK provider each quarter in accordance with OCA VPMNI.

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Tasks and Activities** | **Due by** |
| 1. VPK local planning and implementation   OCA VPLPI | VPK local planning and implementation includes but is not limited to: initial registering of providers and students, and planning activities. The VPK OAMI grant funds this OCA. OAMI costs are not subject to the administrative limit (*s. 1002.55, F.S., s. 1002.61, F.S., and s. 1002.63, F.S.*)*.*  The following are allowable activities to maximize public awareness of the VPK Education Program and initial registration –   * Electronic media campaigns, including television and radio spots and electronic billboards. * Print media, including newspaper ads, magazines, flyers and billboards. * VPK roundup activities. * Conference participation promoting VPK, including information booths and speaking engagements. | Sept. 25, 2016  Dec. 25, 2016  Apr. 25, 2017  Jul. 25, 2017\*  \*Or as needed |
| 1. VPK local curricula and materials   OCA VPLCM | VPK local curricula and materials include curricula and materials made available to a VPK provider. OAMI costs are not subject to the administrative limit (*s. 1002.71(7), F.S.*)*.* | Sept. 25, 2016  Dec. 25, 2016  Apr. 25, 2017  Jul. 25, 2017\* |
| 1. VPK local training   OCA VPLTR | VPK local training includes training for ELC staff, contractors and VPK providers. OAMI costs are not subject to the administrative limit (s. *1002.71(7), F.S.*)*.* | Sept. 25, 2016  Dec. 25, 2016  Apr. 25, 2017  Jul. 25, 2017\* |
| 1. VPK advance payment – Outreach and Awareness OCA VPAVP | Payment OEL makes in advance for funds to an ELC to ensure adequate funding levels for outreach and awareness and allow for cash flow management at the local level for the VPK Education Program. The ELC must return funds as actual costs are incurred. | Sept. 25, 2016  Dec. 25, 2016  Apr. 25, 2017  Jul. 25, 2017\* |
| 1. VPK monitoring – improvement OCA VPMNI | VPK monitoring improvement includes verifying compliance of providers and removing providers because of noncompliance, documenting and certifying student enrollment and student attendance, and reviewing and approving provider improvement plans and corrective action plans. The VPK OAMI grant funds this OCA. | Sept. 25, 2016  Dec. 25, 2016  Apr. 25, 2017  Jul. 25, 2017\* |
| 1. VPK Monitoring Tracking log | The ELC shall submit a tracking log detailing the VPK Providers monitored with their reimbursement request. The tracking log shall include the total number of VPK providers to be monitored during the grant term; name, address and contact information of monitored providers; and a cumulative total of VPK providers monitored during the grant term. | With each invoice |
| 1. Budget by OCA | The ELC shall prepare a detailed separate budget for OAMI on the budget form provided by the Grant Manager and submit to the Grant Manager. | With or before the first invoice |

# Method of payment and invoice requirements

1. **OAMI VPK advance payment**

The ELC may request and receive an advance payment for the Outreach and Awareness portion specified in its Notice of Award to ensure funding levels for cash flow management at the local level. The ELC must offset/reduce their Outreach and Awareness expenditures using the advance as it incurs actual costs/expenditures until the advance is fully refunded.

1. **Invoice requirements**
   1. OEL shall make payment to the ELCs according to s. 215.422, F.S., and Rule 69I-40.002(1), F.A.C., which govern time limits for payment of invoices.
   2. The ELC may submit quarterly requests for VPK OAMI expenditure reimbursement no later than 25 calendar days following the last day of the last month of the previous quarter.
   3. The ELC shall base the request on actual allowable expenditures used to complete the required tasks. Invoice should also identify the services performed by including the number of providers monitored during the reporting period for costs associated with OCA VPMNI.
   4. The ELC shall submit reimbursement requests to the OEL Grant Manager for approval in compliance with the most recent versions of [OEL Program Guidance 240.06 Reimbursement Request Requirements for Early Learning Coalitions](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d).
   5. The ELC shall provide sufficient detail, as OEL reimbursement request instructions describe, for OEL to comply with federal and state reporting requirements and pre-post audit requirements.
   6. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC’s accounting system.
   7. The ELC shall comply with OEL Program Guidance 240.01 and other instructions OEL establishes to institute local ELC cash management procedures, including the reimbursement request format and submission requirements. If the ELC does not use such format, does not provide sufficient detail or does not comply with OEL-established standards for submitting data, the ELC may not receive reimbursement.
   8. Failure to follow reimbursement request requirements may result in the ELC not receiving reimbursement or receiving a delayed reimbursement.
   9. On June 30 of each year, OEL will comply with s. 216.301, F.S., and certify outstanding obligations by certified forward budget. Refunds submitted after June 30 for the prior award year do not restore budget or provide certified forward budget.
2. **Final reimbursement request**
   1. The ELC shall submit a final reimbursement request for use of certified forward funds for a prior fiscal year no later than Sept. 20 following the award period ending, unless otherwise authorized.
   2. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC’s accounting system and shall maintain supporting documentation for all expenditures. The ELC shall make corrections as necessary.
   3. The ELC shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the OEL Uniform Chart of Accounts and the ELC’s general ledger and shall use the appropriate program and OCA to identify them.
   4. OEL may monitor the agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.
3. **Paying interest earned on program funds**

Unless OEL otherwise authorizes, the ELC shall invest the funds it receives under this Agreement in secure, interest-bearing accounts. The ELC shall comply with OEL Program Guidance 240.01 and return interest income to OEL.

1. **Budget**

The OEL Grant Manager will provide the budget allocations by OCA form to the ELC. The ELC shall prepare a detailed separate budget for OAMI on the form and submit to the OEL Grant Manager.

1. **Budget amendments**
   1. The ELC’s OEL-approved budget by OCA may be amended as needed, subject to the review and approval by the OEL Grant Manager.
   2. The Budget Allocations by OCA form, available within OEL Program Guidance 240.01 must be completed and submitted to the Office reflecting all budget revisions.
   3. If the ELC proposes a budget amendment that affects services delivered under the Agreement terms, the ELC must submit a budget amendment request and receive OEL’s approval before the ELC may implement the budget amendment or expend funds related to the amendment.
   4. A Coalition may transfer funds from the four Outreach and Awareness OCA to the OCA for the Monitoring Initiative (VPMNI). Alternatively, the Coalition may transfer funds allocated in the OCA VPMNI for the Monitoring Initiative portion of the award to any of the four Outreach/Awareness OCAs on the condition that the Coalition has completed its monitoring requirements in accordance with these terms and conditions and the VPMNI OCA definition.
2. **Return of funds**
   1. Upon OEL’s final determination of overpayments or disallowed costs under state law, regulation or rule, the ELC shall return to OEL any overpayments or disallowed costs within 40 calendar days of OEL issuing a written notice or other timeframes that comply with OEL Program Guidance 240.01.
   2. In the event the ELC overpays a subrecipient or contractor or the subrecipient or contractor incurs a disallowed cost and the ELC cannot recover it, the subrecipient or contractor account becomes delinquent. Once the ELC has exercised due diligence, OEL Program Guidance 240.03 allows the ELC to request that OEL report a delinquent account to the Department of Financial Services. The ELC shall execute and deliver to OEL all documents necessary to report a delinquent account and secure repayment. The ELC requesting that OEL report a delinquent account to the Department of Financial Services shall make the request to OEL within 30 days from determining that the ELC cannot recover the delinquent account.
3. **Financial consequences**

### The ELC agrees that if the requirements of this agreement are not timely and satisfactorily performed, the ELC shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.

### The ELC shall ensure 100% of the deliverables identified in Exhibit II, Scope of Work are performed pursuant to agreement requirements, and as described in Exhibit II, Section E. Deliverables. Failure to correctly, completely, or adequately perform these major deliverables as described in Exhibit II, Section E. Deliverables will trigger a financial consequence and the following actions will occur:

### The OEL Grant Manager will notify the ELC that it has failed to correctly, completely, or adequately perform these major deliverables and identify the deficiency or deficiencies. Upon receipt of this notification, the ELC has 14 calendar days to submit a Corrective Action Plan (CAP) to the OEL Grant Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the OEL Grant Manager.

### In the event that the ELC fails to submit the CAP timely, beginning the 15th day after notification by the OEL Grant Manager of the deficiency, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the funds in the agreement for each day the CAP is not submitted.

### The OEL Grant Manager shall review the ELC’s CAP and provide approval or disapproval in writing to the ELC within five business days. If disapproving, the response from OEL shall include details of the CAP deficiencies needing correction before the CAP can be approved.

### In the event the ELC fails to correct an identified deficiency within the approved time period specified in the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the funds in the agreement for each day the deficiency is not corrected.

### In the event that the ELC does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the funds in the agreement for each day the deficiency is not corrected.

# VOLUNTARY PREKINDERGARTEN PROVIDER MONITORING TOOL

# Monitoring requirements and monitoring plan

* 1. **Monitoring requirements**

Each ELC shall be responsible for on-site monitoring of VPK providers. Provider monitoring includes “during the award” monitoring to provide reasonable assurance that the providers administer the VPK Education Program in compliance with laws, regulations and the provisions of contracts or grant agreements and performance goal achievement.

## Sample size

The ELC shall monitor a sample of VPK providers on an annual basis based on Exhibit IV, Minimum Annual Sample Size. The monitoring sample size will be derived from the number of VPK providers under contract during current VPK program year. The ELC should use the sample size look-up table to determine the number of providers to review for the fiscal year. For example, if the ELC’s actual provider count is 1,000 providers, 121 providers should be the annual total selected for review. The ELC should make a best estimate for the sample size when the total number of providers falls somewhere between the numbers listed in the table. For the quarterly period, the ELC would review one-fourth of the annual total. For a monthly review, the ELC would review one-twelfth of the annual total. The ELC has the discretion to determine how many classrooms to include in the provider review.

## Guidance for VPK provider monitoring

An ELC administers the VPK Education Program through a VPK provider’s service delivery. Even after an ELC has determined that a provider is eligible to deliver the program, an ELC is required to verify the provider’s compliance with Florida Statutes, state rules and ELC procedures. The OEL review examines VPK classroom instructors’ credentials and qualifications within child care provider sites to establish whether all instructors were qualified before the ELC authorized the instructors to enter the classroom. ELCs can find specific monitoring activities in the VPK Standard Eligibility Review Program Guide which can be accessed on the OEL SharePoint ***Coalition Zone*** ***Monitoring Guides*** (document library)***AS Monitoring Tools 2016-17***.

If the ELC elects to use this monitoring tool, the ELC shall complete each section for each provider. If the ELC chooses to use its own tool, the ELC must ensure that it includes all required elements listed below. Minimum elements are

* Licensure and/or accreditation of providers (OEL-VPK-10).
* Director credentials (OEL-VPK-10).
* Confirming current classrooms/instructors and credentials (OEL-VPK-11A and B).
* Instructor/child ratio.
* Verifying curriculum compliance.
* Class schedule/instructional hours.
* Attendance verification.
* Pre- and post-assessment implementation.
* Verifying implementation of VPK Improvement Plan, if applicable.
* Validation of applicable insurance coverages

# VOLUNTARY PREKINDERGARTEN PROVIDER MONITORING TOOL

**Coalition staff/monitor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Monitoring date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Program year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROVIDER PROGRAM INFORMATION**

**Time in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time out: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Provider name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Provider ID: \_\_\_\_\_\_\_\_\_\_\_ Location address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_

Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Director credential current: **Yes**  **No**

Indicate expiration date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Low performing provider: **Yes**  **No**

Curriculum name on OEL-VPK-11A:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Using curriculum indicated on OEL-VPK 11A : **Yes**  **No**

Implementing Improvement Plan, if applicable - **Yes**  **No**

License/Gold Seal/accreditation current (OEL-VPK-10): **Yes**  **No**

Indicate expiration date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **All Requirements Met: Yes**  **No**  If no, mark number of requirements not met below and indicate corrective action plan (CAP) due date.  **Number of requirements not met:** \_\_\_\_\_\_\_\_\_\_\_\_  **CAP DUE DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **CAP RECEIVED DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **CAP APPROVED DATE: \_\_\_\_\_\_\_\_\_\_**  **TECHNICAL ASSISTANCE PROVIDED: Yes**   **No** **NA** **DATE:\_\_\_\_\_\_\_\_** |

**VOLUNTARY PREKINDERGARTEN PROVIDER MONITORING TOOL**

**Coalition staff/monitor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Monitoring date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Program year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CLASSROOM REVIEW**

(Duplicate this page for each classroom reviewed)

Program type: **School year**  **Summer**

Classroom being monitored: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Class schedule/a.m.-p.m. hours (as on OEL-VPK-11B):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_

Operating within approved schedule: **Yes**  **No**

Instructor/substitute name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Instructor listed on OEL-VPK-11A: **Yes**  **No**  Credentials current: **Yes**  **No**

Secondary/substitute name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary listed on OEL-VPK-11A: **Yes**  **No**  Credentials current: **Yes**  **No**

Total VPK students: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total other students: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Meets instructor/student ratio: **Yes**  **No**

Implementation of Pre- and post-assessment as required - **Yes**  **No**  Comment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTENDANCE REVIEW**

Month(s) being reviewed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daily attendance (evidence of daily record of VPK children’s attendance in the program: sign in/out): **Yes**  **No**

Monthly attendance verification (OEL-03S or OEL-VPK03L): **Yes**  **No**

If No, indicate names of children with missing forms:

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |

**Insurance Validation**

**Worker’s Compensation Insurance**

Does the provider have Worker’s Compensation Insurance in accordance with paragraph 8 of Form OEL-VPK 20PP (August 2014) that covers the term of the contract? **Yes**  **No  N/A**

**Unemployment Compensation Insurance**

Does the provider have Unemployment Compensation Insurance as required in accordance with paragraph 8 of Form OEL-VPK 20PP (August 2014) that covers the term of the contract?

**Yes**  **No  N/A**

**General Liability Insurance**

Does the provider have proof that it maintained general liability insurance (including transportation insurance if applicable) in accordance with paragraph 6 of Form OEL-VPK 20PP (August 2014) that covers the term of the contract? **Yes**  **No**

If no for any of the above that apply , please determine and document the dates of lapsed coverage:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Number of Providers | Minimum Sample Size |  | Number of Providers | Minimum Sample Size |
| <20 | all |  | 475 | 106 |
| 30 | 25 |  | 500 | 108 |
| 35 | 28 |  | 525 | 109 |
| 40 | 31 |  | 550 | 110 |
| 45 | 34 |  | 575 | 111 |
| 50 | 37 |  | 600 | 112 |
| 55 | 38 |  | 625 | 113 |
| 60 | 39 |  | 650 | 114 |
| 65 | 40 |  | 675 | 115 |
| 70 | 42 |  | 700 | 116 |
| 75 | 44 |  | 725 | 116 |
| 80 | 47 |  | 750 | 117 |
| 85 | 50 |  | 775 | 117 |
| 90 | 53 |  | 800 | 118 |
| 95 | 56 |  | 900 | 119 |
| 100 | 58 |  | 1000 | 121 |
| 110 | 62 |  | 1500 | 122 |
| 120 | 65 |  | 2000 | 123 |
| 130 | 68 |  | 2500 | 124 |
| 140 | 70 |  | 3000 | 125 |
| 150 | 72 |  | 3500 | 126 |
| 160 | 74 |  | 4000 | 127 |
| 170 | 76 |  | 4500 | 128 |
| 180 | 78 |  | 5000 | 129 |
| 190 | 80 |  | 5500 | 130 |
| 200 | 81 |  | 6000 | 131 |
| 210 | 82 |  | 6500 | 132 |
| 220 | 83 |  | 7000 | 133 |
| 230 | 84 |  | 7500 | 134 |
| 240 | 85 |  | 8000 | 135 |
| 250 | 86 |  | 8500 | 136 |
| 260 | 87 |  | 9000 | 137 |
| 270 | 88 |  | 9500 | 138 |
| 280 | 89 |  | 10000 | 139 |
| 290 | 90 |  | 11750 | 140 |
| 300 | 91 |  | 12500 | 141 |
| 325 | 93 |  | 13750 | 142 |
| 350 | 95 |  | 15000 | 144 |
| 375 | 98 |  | 16750 | 145 |
| 400 | 100 |  | 17500 | 146 |
| 425 | 102 |  | 18750 | 148 |
| 450 | 103 |  | >20000 | 150 |

# MINIMUM ANNUAL SAMPLE SIZE

# AUDIT REQUIREMENTS

ELC Name: North Florida

Grant Number: OA437 Estimated funding/grant program(s): Total Award $32,284

**Grant Relationship:** OEL has identified the ELC as a subrecipient

For all subrecipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the Florida Single Audit Act (s. 215.97, F.S.), applies.

The administration of resources awarded by the Office and of all related public, private funds and local resources received and expended for the state’s early learning programs will be subject to audits and monitoring by the Office as described in this attachment.

# Accounting and auditing requirements

1. The ELC is subject to the requirements of 2 CFR §200, which states audits must be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the U.S. Comptroller General and generally accepted accounting principles (GAAP) identified by the American Institute of Certified Public Accountants (AICPA). The AICPA has identified the Accounting Standards. Codification (ASC) developed by the Financial Accounting Standards Board (FASB) as the GAAP applicable to nongovernmental entities such as the contractor/grantee
2. During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspector general’s of state and federal agencies, USDHHS, OEL or others as state or federal agencies designate may review operations of and records from the ELC.
3. Any of these reviews may identify questioned costs. The ELC shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04, F.S., and 2 CFR §200, require ELCs to repay disallowed federal and state program costs. Contractors/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
4. The ELC agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR §200 Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations.

# Monitoring

In addition to audits conducted in accordance with 2 CFR §200 and s. 215.97, F.S., as revised, OEL may conduct or arrange for monitoring of the ELC’s activities. Such monitoring activities may include onsite visits by OEL staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the ELC agrees to comply and cooperate with any monitoring procedures/processes OEL deems appropriate. The ELC further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the USDHHS, the Florida DFS or the Florida Auditor General.

1. **Related party disclosures**

The ELC shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in (FASB) *Accounting Standards Codification* (ASC) 850, *Related Party Disclosures.* Generally accepted auditing standards (GAAS) require that financial statement auditors evaluate whether the ELC adequately disclosed related party transaction(s) in the financial statements. In addition, the grantee shall comply with all applicable provisions of chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(8), F.S.

1. **Internal controls – auditor documentation**

The ELC shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The ELC shall keep these work papers onsite as part of its financial records and shall provide a copy to OEL as part of the financial reporting package as instructed in section V-D, Report Submission, below.

1. **Internal controls – annual self-assessment**

The ELC must perform an internal controls self-assessment using OEL’s annual Internal Control Questionnaire (ICQ) Survey Form. The ELC shall provide a copy of the completed annual ICQ to OEL, as instructed below, by Sept. 30 of each grant award period unless OEL provides other written instructions.

The annual ICQ will help the ELC document that the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 CFR §200.303.

* The ELC properly records and accounts for transactions.
* The ELC executes transactions in compliance with laws, regulations and contract provisions.
* The ELC safeguards funds, property and other assets against loss due to unauthorized use or disposition.
* Reasonable measures are taken to safeguard protected personally identifiable information (PPII) and other information the federal awarding agency or the Office consider sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.
* OEL will provide the annual ICQ form in electronic format to the ELC by July 1 of each award period, unless OEL makes other arrangements. Each ELC shall submit the completed ICQ and any other supporting files considered necessary electronically to the SharePoint ELC site, FMSAS/2015-16 ICQ **–** Completed**.** If the ELC does not have access to the OEL SharePoint site, OEL will provide alternative written instructions.

# Audits - State Funded

## This part is applicable if the ELC is a non-state entity as the Florida Single Audit Act (s. 215.97(2), F.S.) defines.

## In the event the ELC expends $500,000 or more of state financial assistance in any fiscal year, the ELC must have a state single or project-specific audit conducted in compliance with s. 215.97, F.S.; applicable rules of DFS and chapter(s) 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 DOE, 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.

## In connection with the state-funded audit requirements above, the ELC shall ensure the audit complies with the requirements outlined in s. 215.97(8), F.S. This includes submitting a financial reporting package as s. 215.97(2), F.S., and chapter(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, require. Current Rules of the Auditor General require each ELC to complete and submit the Financial Reporting Package Submittal Checklist as part of the annual financial reporting package. Please refer to the checklist shown as Exhibit V.

## If the ELC expends less than $500,000 in state financial assistance in its fiscal year, the provisions of s. 215.97(2), F.S., do not require an audit. If the ELC elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the ELC must pay the audit costs from non-state resources (i.e., the grantee must pay the audit costs from resources obtained from non-federal and non-state entities).

## Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

## Find additional information regarding the Florida Single Audit Act at the Florida DFS Website found here: <https://apps.fldfs.com/fsaa/>.

# Report submission

## The grantee shall submit copies of financial reporting packages (including proof for the receipt date by the ELC, any management letter(s) issued by the auditor and corrective action plan responses prepared by the ELC) for audits conducted in accordance with 2 CFR §200 Subpart F, and as this section of the agreement requires, including any management letter(s) the auditor issues and corrective action plan responses the grantee prepared directly to each of the following addresses.

Note: For the addresses noted with an asterisk (\*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

* Submit one paper copy by mail and one electronic copy by email of the financial reporting package to OEL at the following address:

Inspector General\*

Office of Early Learning

250 Marriott Drive

Tallahassee, FL 32399

Email: [inspector.general@oel.myflorida.com](mailto:inspector.general@oel.myflorida.com)

* Submit one electronic copy of the financial reporting package to OEL at SharePoint ELC site, FMSAS/Annual A-133 Audit Files.\*
* Submit one paper copy by mail and one electronic copy by email of the financial reporting package to the Auditor General’s Office at:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, FL 32399-1450

Email: [flaudgen\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Website: [www.myflorida.com/audgen](http://www.myflorida.com/audgen)

* Any reports, management letters or other information required to be submitted to DOE pursuant to this agreement shall be submitted timely in accordance with Florida statutes, and chapter(s) 10.550 (local governmental entities) or 10.650 (non-profit and for profit organizations), Rules of the Auditor General, as applicable.
* The ELC shall indicate in correspondence accompanying the reporting packages the date the auditors to the ELC delivered the reporting package to the ELC.
* All items Auditor General Rule 10.656(3) requires, as described on [the Auditor General’s Financial Reporting Package Submittal Checklist](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d), and the related [checklist instructions](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d), must be included for a reporting package to be considered complete. See the attached checklist and Auditor General filing instructions.

By signing below, the grantee, through the duly appointed undersigned representative, certifies and assures that it shall fully comply with the applicable audit requirements outlined in this attachment.

By:       June 15, 2016

Authorized ELC Representative Date

By Electronic Signature Dawn E. Bell/C.E.O.

Print Name/Title

# Certifications and Assurances Form

**Authority for data collection** – ss. 1001.213, 1002.75 and 1002.82, F.S.

**Instructions:** These certifications and assurances will be in effect for the duration of this agreement. OEL shall not require amendments unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this agreement. The entity/agency head, or other authorized officer, must sign the certification and return it to the address listed below. No payment for this agreement will be made without this current signed Certifications and Assurances form on file.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Certification:**

I, the undersigned authorized official for the named ELC, hereby agree to administer the federally-funded and/or state-funded education programs on behalf of the named ELC below. I certify that the ELC will adhere to and comply with the Certification and Assurances and all requirements outlined within this exhibit.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ELC of North Florida County |  | OA437 |  | Dawn E. Bell/C.E.O. |

Typed ELC Name Grant Number Typed Name/Title of Authorized Official

I certify that the ELC will adhere to each of the Certifications and Assurances outlined in this exhibit for participation in State Programsas applicable to the agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | June 15, 2016 |  | 386-342-2267 |

Signature (must be original) Date Area Code/Telephone Number

Return original to:

Office of Early Learning

Financial Administration and Budget Services

250 Marriott Drive

Tallahassee, FL 32399

Early Learning Coalitions (and any ELC subrecipients) are required to submit this certification form with an original signature along with each grant award submitted to OEL.

ASSURANCES AND CERTIFICATIONS

OEL will not award a grant where the ELC has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the ELC hereby certifies and assures that it will fully comply with:

**I. Federal certifications – applicable to all entities**

**II. Federal or state-required assurances – applicable to OEL subrecipients**

1. Assurances – The Transparency Act (as defined by 2 CFR Part 170).
2. Other miscellaneous/general disclosures.
3. Assurance for proper expenditure reporting.
4. Certification regarding separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54).
5. Certification regarding subrecipient monitoring.
6. Contract Work Hours and Safety Standards Act.
7. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).
8. Drug-free workplace certification (29 CFR part 98 and 45 CFR part 82).
9. Equal Employment Opportunity (EEO).
10. Property.

**III. Federal certifications – applicable to all entities**

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

SEVERAL REQUIRE SIGNATURE AS STATED BELOW. FOR THOSE THAT REQUIRE SIGNATURE, EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS AWARD WHEN IT IS EXECUTED. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

#### [Filing and Payment of Taxes Certification.](http://www.acf.hhs.gov/sites/default/files/assets/cert_filing_pay_fed_taxes_2008.pdf) IF APPLICABLE, SIGNATURE REQUIRED

#### [Lobbying Certification.](http://www.acf.hhs.gov/grants/certification-regarding-lobbying) SIGNATURE REQUIRED

#### [Debarment Certification - Primary](http://www.acf.hhs.gov/grants/certification-regarding-debarment-suspension-and-other)

#### [Debarment Certification - Lower Tier](http://www.acf.hhs.gov/grants/certification-regarding-debarment-suspension-and-other-0)

#### [Drug-free Certification.](http://www.acf.hhs.gov/grants/certification-regarding-drug-free-workplace-requirements) NOT REQUIRED FOR VENDORS

#### [Environmental Tobacco Smoke Certification](http://www.acf.hhs.gov/grants/certification-regarding-environmental-tobacco-smoke)

**IV. Federal or state-required assurances – applicable to OEL subrecipients**

The following Assurances are hereby adopted and incorporated herein by reference as if fully set forth herein.

EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS AWARD WHEN IT IS EXECUTED. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

By signing the agreement, the ELC agrees to comply with the above assurances and certifications, detailed below:

## "The Transparency Act" (as defined in 2 CFR Part 170)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein –

HHS now requires this program award to adhere to the Transparency Act’s Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the grantee must report all sub-awards (as 2 CFR Part 170 defines) more than $25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at [the USDHHS ACF website](http://www.acf.hhs.gov/grants/award-term-for-federal-financial-accountability-and-transparency).

## Other Assurances – miscellaneous/general disclosures

As the ELC’s duly authorized representative, I certify that the ELC:

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency’s approval.
5. Will administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Will submit such reports as described in Section D of this agreement to the Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The ELC will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
13. Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Will comply with Florida’s Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
16. **Assurances for proper expenditure reporting**

In accordance with 2 CFR §200.415, *Required Certifications*, the official who is authorized to legally bind the Contractor must include the following certification on final fiscal reports or vouchers requesting payment.

“By signing the General *Assurances, Terms and Conditions for Participation in* Federal *and State* Programs, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise.”

1. **Certification regarding separation of VPK Education Program and SR Program funds**

Pursuant to ss. and 1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.54, the VPK and SR Programs are independent programs that separate state and federal sources fund. All grantee expenditures made and fiscal records maintained shall reflect funds expenditure separation.

The grantee hereby certifies that:

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the grantee maintains. The grantee shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the Voluntary Prekindergarten Education Program and shall be distinctive and clearly identifiable in all fiscal records the grantee maintains.

1. **Certification requiring subrecipient monitoring**

The grantee certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subrecipients.

1. **Contract Work Act and Safety Standards Act**

Federal and state standards for procurement and contracts administration require all contracts in excess of $100,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

* Contractors will compute wages on a 40 hour week and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings
* These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

1. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

## Federal and state standards for procurement and contracts administration require all contracts in excess of $2,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

## This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

## Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Department of Labor.

1. **Certification regarding drug-free workplace requirements**

The grantee will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the grantee, through the duly-appointed undersigned representative, attests and certifies that the grantee will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the grantee prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace and specifying the actions that the grantee will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:

* The dangers of drug abuse in the workplace.
* The policy of maintaining a drug-free workplace.
* Any available drug counseling, rehabilitation and employee assistance programs.
* The penalties that the grantee may impose upon employees for drug abuse violations occurring in the workplace.

1. Making it a requirement that the grantee gives to each employee involved in executing the agreement a copy of the statement paragraph 1 requires.
2. Notifying the employee in the statement paragraph 1 requires that, as an employment condition under the agreement, the employee will:

* Abide by the terms of the statement.
* Notify the employer, in writing, of his or her conviction for violating a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

1. Notifying OEL in writing within 10 calendar days of receiving notice from an employee of the employee’s conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Division of Grants Management and Oversight

Office of Management and Acquisition

U.S. Department of Health and Human Services

Room 517-D

200 Independence Avenue

SW Washington, DC 20201

(Notice shall include the identification number[s] of each affected grant).

1. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted:

* 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.
* Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement or other appropriate agency approved for such purposes.

1. Making a good faith effort to maintain a drug-free workplace through implementing this entire certification.

The following are the sites for the performance of work done in connection with the specific agreement, including street address, city, county, state and zip code:

Check  if there are workplaces on file that the grantee did not identify here.

Check  if the grantee required an additional page for the listing of the workplaces.

The grantee will inform OEL of any changes relevant to this section’s provisions.

1. **Certification regarding convicted vendor list and discriminatory vendor list**

The grantee hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any grantee person or affiliate, has been convicted of a public entity crime as s. 287.133, F.S., defines, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, F.S., all of which can be found on the [Florida Department of Management Services website](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list). The grantee understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status.

1. **Equal Employment Opportunity (EEO)**

The ELC agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

1. **Property**
2. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The ELC shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The ELC shall include in all subrecipient contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the ELC upon contract termination.

In accordance with OEL Fiscal Guidance 240.02, title to all property acquired with funds provided to the ELC under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to OEL upon termination of the ELC participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and 69I-73.002, F.A.C.

1. Pursuant to 2 CFR §200.302, *Financial management*, and instructions noted in the FDOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than $1,000, whether classified as equipment, technological item or supplies must be safeguarded. The ELC should have a written policy on how these items will be tracked, accounted for and safeguarded.
2. The term “nonexpendable property” shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with [OEL Fiscal Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements](http://oel-sharepoint/sites/coalitionszone/201415%20Grant%20Agreement%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2Fcoalitionszone%2F201415%20Grant%20Agreement%20Documents%2F2016%2D17&FolderCTID=0x0120003955F7B864765D4B9867018878E1879B&View=%7b9C39C54E-E750-4871-8328-FEB1444084EE%7d), property shall not be purchased with program funds without prior approval from OEL (Exhibit 1 CC.).
3. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
4. In accordance with OEL Fiscal Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Fiscal Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
5. Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005, Florida Administrative Code, when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 7.
6. The Office’s policy concerning proceeds received from the sale of property with a current per unit fair market value up to $5,000 is the net amount received from such sales will remain at the ELC level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services.1 Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR §200.313( e)(2), *Equipment*, with the assistance and prior written approval of the Office.

*1 Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken.*