



BOARD MEETING

June 21, 2017; 10:30 a.m.

World Golf Village Renaissance Resort Convention Center
St. Augustine, FL

TENTATIVE AGENDA

****Action Item***

I. Call to Order/Roll Call

II. Public Comment

III. Review of Delegation of Authority items

IV. Approval of March 22, 2017 Board Meeting Minutes*

V. Staff and Committee Reports

- A. 3rd Quarter Program Update
- B. CEO Report
- C. 3rd Quarter Early Literacy Report

VI. New/Unfinished Business

- A. Approval of 2016-17 Budget Realignment/Quality Dollars*
- B. Approval of Financials as of April 30, 2017*
- C. Approval of the 17/18 ECS Contract*
- D. Approval of Revisions to the Personnel Policies and Procedures Manual
- E. Approval of SR Plan Amendment #10*
- F. Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2017/2018*
- G. Approval of 2017-18 Web Marketing consulting contract*
- H. Approval of Disposal of Inventory*
- I. Approval of 2017-18 Meeting Schedule*
- J. Approval of Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality; Jeb Smith*
- K. Approval of Member Appointed by Head Start; Brian McElhone*
- L. Review of Board Membership
- M. Board Self Evaluation – Discussion –**HANDOUT**

VII. Board Absenteeism Log – INFORMATIONAL

VIII. Board Comment

IX. Next Meetings

- Wednesday, August 2, 2017, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, September 20, 2017, 10:30 a.m. – ANNUAL Board Meeting

X. Adjournment*

I. CALL TO ORDER/ROLL CALL

II. PUBLIC COMMENT

III. REVIEW OF DELEGATION OF AUTHORITY ITEMS

IV. APPROVAL OF MARCH 22, 2017 BOARD MEETING MINUTES*

***ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

BOARD MEETING

The World Golf Village and Convention Center

March 22, 2017

10:30 a.m.

ATTENDANCE

Members Present:

Ron Coleman
Vina Delcomyn
Brian Graham, Vice Chair
Nancy Pearson, Board Chair
Mala Ramoutar
Mike Siragusa
Renee Williams, Treasurer
Teresa Matheny, ECS
Mary Ann Holanchock
Angelia Hough
Theresa Little
Kristi Simpkins
Joy Stanton, Secretary

Members Absent:

Dr. Myrna Allen, EXCUSED
Adam Deputy, EXCUSED
Commissioner James Johns, EXCUSED
Cynthia Kent, EXCUSED
Amy Lane, EXCUSED

Staff Present:

Dawn Bell, Chief Executive Officer
Kim Brumfield, Office Manager
Tajaro Dixon, Grants and Operations Manager
Joan Whitson, Early Literacy Coordinator

Others Present:

Raijah Hayes, ECS
Rodney Mackinnon, OEL
Brian McElhone, SJLSD

CALL TO ORDER/ROLL CALL

N. Pearson, Board Chair called the meeting to order at 10:36 am. Roll was taken; quorum was met, with 13 of the 18 board members in attendance.

PUBLIC COMMENT

No comments.

SPECIAL GUEST RODNEY MACKINNON, EXECUTIVE DIRECTOR AT FLORIDA'S OFFICE OF EARLY LEARNING

ECS OUTCOME PRESENTATION – INFORMATIONAL

The 2015-16 Child Outcomes Presentation was presented by Raijah Hayes. More School Readiness children reached developmental expectations by the end of the year. Children in centers where teachers received intensive Enrichment Program coaching had greater gains and higher overall scores than

children in centers without. Overall 257 children were assessed at 25 center in all 6 counties and overall the results were positive. The centers that participated in quality activities benefitted because their children were more school ready by the end of the year. Center that participated in weekly coaching had much stronger results. The coaching model has a real impact.

REVIEW AND APPROVAL OF FINANCIAL REPORT AS OF JANUARY 31, 2017*

The following reports were included in the packet for review of Financials ending Jan. 31, 2017:

- Finance Manager Report
- Balance Sheet
- Profit & Loss Budget vs. Actual
- Profit & Loss YTD Comparison

- 1.** V. Delcomyn motioned Approval of the Financials as of January 31, 2017. B. Graham seconded he motion. No discussion- motion passed unanimously.

APPROVAL OF DECEMBER 7, 2016 BOARD MEETING MINUTES*

- 2.** V. Delcomyn motioned to approve the December 7, 2017 Board Meeting Minutes, as presented. B. Graham seconded the motion. No discussion-motion passed unanimously

REVIEW OF DELEGATION OF AUTHORITY ITEMS

The Board designates authority to the Coalition's Office Manager to review and approve the Chief Executive Officer's timesheets, leave requests, work related travel expenses, and other routine operational requests. These documents are made available at each regular board meeting for board review. Delegation items were passed around with no discussion or questions on the items reviewed.

STAFF AND COMMITTEE REPORTS

2ND QUARTER PROGRAM UPDATE

T. Dixon submitted her report on the following:

Coalition Activities:

- The Coalition received the **Final report for the HCT/OEL Fiscal Monitoring** that began on-site January 9, 2017. This was an annual review on many aspects of Coalition

operations that included; policies and procedures, internal controls, board practices, personnel practices, cash management and revenue recognition, general ledger and disbursement data, purchasing and contracting, and subrecipient monitoring. From this review, there was one finding regarding travel, and it was basically a GL code/data entry error. The Coalition submitted corrective actions immediately. For this review, Patty Larkin is being trained and processing the 'closing' of the review/report. This will complete her training for the entire cycle of the annual OEL Fiscal monitoring process.

- The second part of **OEL monthly invoice processing/cross-training** was completed February 14 and 15, with Patty Larkin training Tajaro Dixon. All processes were documented. The third part of training will be scheduled soon to test the process document for final edits.
- The **OEL SR Plan policy project** (Coalition and ECS policies approved at the 12/07/16 board meeting) were approved by OEL before the 12/26/16 deadline. The policy project was for Procurement and Disbursement policy updates due to the Federal Uniform Guidance (OMB 200). Following OEL's approval, ECS and the Coalition reviewed, researched, and interpreted (with OEL assistance at times) all policy revisions – with staff – for proper implementation.

Programmatic:

ECS (Episcopal Children's Services) On-Site Monitoring:

- The 2016/2017 First Quarter Monitoring was performed October 24 – November 4, 2016. This monitoring included all OEL required "eligibility" criteria, the Annual Data and Data Security Systems Review, the Annual OEL Attendance/Reimbursement Staff Questionnaires, OEL Scorecard: Staff Development, Pay for Performance and Early Learning Florida Quality Contracts, and the Fiscal Non-Direct Costs review. From this monitoring there were nine compliance issues (eight programmatic, one fiscally-related). All issues were minor in nature and low rates of occurrence. All monitoring issues were resolved completely (errors corrected and staff training given) by the final report.
- The 2016/2017 Second Quarter Monitoring was performed January 23 – February 3, 2017. This monitoring included all OEL required "eligibility" criteria, Contract Certifications/Assurances, a re-design project of the monthly ECS Deliverables Report, and the Fiscal Non-Direct Costs review. From this monitoring there were eight compliance issues (five programmatic, three fiscally-related). All of the issues were minor in nature and low rates of occurrence. All eight monitoring issues were resolved completely (errors corrected and staff training given) by the final report.

ALL full reports are available upon request.

2ND QUARTER EARLY LITERACY REPORT

J. Whitson submitted her report on the following:

Highlights:

Ancient City Kids Day – Held at St. Francis Field in St. Augustine on Saturday, October 22nd hosted 4,000 attendees. The ELC partnered with the Kiwanis Club of St. Augustine providing several interactive activities for attendees.

Teacher of the Year: Marie Klinger from Memorial Lutheran Chapel School in St. Augustine, was selected and surprised on December 19th as the 2016 pre-school teacher of the year. Kaplan Early Learning Co. was this year's sponsor providing the winner with a \$500 cash prize, plaque and other prizes.

Literacy Outreach:

ELC Days at Sykes Farms and Amazing Grace Crop Maze – Three special field trips were held in October 2016 at Sykes Farms and Amazing Grace, the children enjoyed fall agricultural themed activities which included a corn maze, hay ride, visiting farm animals up close and much more. Each child received a FREE copy of the book "Spookley the Square Pumpkin" and the teachers received a bag full of a variety of FALL themed books. ELC volunteers provided an extra special FALL craft as well adding to the festivities. 29 Providers came and brought 510 children.

Read for the Record – This is an annual reading event was held on October 26th, hosted by Jump Start and the Pearson Foundation. The purpose is to break the world record of reading the same book on the same day to the most children. The ELC then provided a FREE copy of the book and activity packet to all participating centers. This year's book was "The Bear Ate your Sandwich" by Julia Sarcone Roach. 82 centers participated with a total of 5,432 children read to.

ELC Fall Book Bag Distribution – In November 400 book bags were delivered to 3 and 4 year olds in 12 centers across Nassau, Baker, Putnam and St. Johns counties. A large bag of books was given to each center to fill their libraries. Each visit included story time with special guest Curious George or Pete the Cat.

Volunteer Reading Pals: Currently there are 70 volunteer readers in 46 different centers across Putnam, St. Johns and Clay County. Quarterly meetings were held in all three counties in December featuring a special speaker for on-going training. Clay county saw the biggest increase in volunteers with 22 centers now participating in the program, due to the efforts of outreach assistant Sandi Dunnivant. Sandi oversees the volunteer reading pals program and provides outreach programs to Clay, Nassau, Bradford and Baker Counties.

Draft minutes of the February 1, 2017 Exec Admin Committee Meeting were provided as an informational item. The following are the items that were up for ratification on the Exec Admin Committee **Consent Agenda**

1. Ratify approval of November 2, 2016 Exec/Admin Committee Meeting Minutes*

2. Ratify approval of financials as of November 2016*
3. Ratify approval of 2016 IRS 990*
4. Ratify approval of revisions to the coalitions personnel policies and procedures manual*

3. R. Coleman motioned for ratification of items 1-4 on the Exec Admin Committee Consent agenda from the February 1, 2017 meeting. B. Graham seconded the motion. No Discussion, motion passed.

NEW/UNFINISHED BUSINESS

APPROVAL OF EPISCOPAL CHILDREN'S SERVICES 2016/2017 CONTRACT AMENDMENT #0003-16* Revisions:

- A. Items #1 and 4 are to delete these clauses, as these regulations are no longer an OEL Grant Agreement requirement.
- B. Items #2, 3, and 6 were to update the School Readiness budgeted amounts per the January 25, 2017 Notice of Award (NOA). This NOA added \$730 to the School Readiness budget (in restitution payments received). Also, the ELC's DUNS number (Data Universal Numbering System) was added from the NOA.
- C. Item #5 is to update the ECS Contract attachments to the new School Readiness Provider Reimbursement Rates that were ELC board approved 12/07/16 and OEL approved 01/27/17. (As the reimbursements are not processed until after the close of the month, the providers were reimbursed for the month of January 2017 with these rates effective 01/01/17.)

4. M. Siragusa motioned for approval of the ECS 16/17 contract Amendment #0003-16. V. Delcomyn seconded the motion. Teresa Matheny from ECS, recused herself from voting- paperwork attached. No Discussion, motion passed.

APPROVAL OF ELCNF 16/17 BUDGET REVISION #3*

The Coalition received a new School Readiness Notice of Award dated January 26, 2017. This award increased funding by \$730.00 due to restitution payments submitted to the state.

5. B. Graham motioned the Approval of the ELCNF 16/17 Budget Revision #3 V. Delcomyn seconded the motion. No discussion – motion passed unanimously.

APPROVAL OF THE DRAFT BUDGET FOR 2017/2018*

To have a working budget until the funding totals are received from OEL by way of Notice of Award in the beginning of the 2017-2018 fiscal year.

- 6.** B. Graham motioned the Approval of the draft budget for 2017/18. T. Little seconded the motion. No discussion – motion passed unanimously.

APPROVAL OF THE REVISIONS TO THE COALITION’S INFORMATION AND TECHNOLOGY SYSTEMS AND SECURITY POLICIES AND PROCEDURES MANUAL*

Revisions:

IT101 – General Scope, added “phishing” definition (recommendation from WWIT – the Coalition’s IT vendor – annual review)

IT201 – Use of Coalition IT Property, added “Coalition Ownership – Other IT Categories” section (recommendation from WipFli Conference)

IT303 – Access and Security,

- revised wording in “Mobile Computing Devices” section to be more in line with the language used in the OEL Grant Agreement.
- added language for “remote wiping” of Coalition-owned devices.
- Added “Portable Storage Media or Peripheral Device Security” section from the 16/17 OEL Grant Agreement (crosswalk page 6).

IT601 – Use of On-line Services and E-mails, added line to be aware of phishing e-mails (recommendation from WWIT – Coalition IT vendor – annual review).

- 7.** B. Graham motioned the Approval of the revisions to the IT and security policies. V. Delcomyn seconded the motion. No discussion – motion passed unanimously.

APPROVAL OF ST. JOHNS COUNTY UNITED WAY 17/18 FUNDING APPLICATION

United Way requires that the grant application we are submitting to help meet our matching funds requirement is board approved.

- 8.** T. Little motioned for the approval of the SJC UW 17/18 funding application.
M. Siragusa seconded the motion. No discussion- motion passed unanimously.

REVIEW OF BOARD MEMBERSHIP

K. Brumfield reminded the board that Mike Siragusa and Mary Ann Holonchok will be transitioning off the board in the next few months. We are still waiting on Ron Coleman and Nancy Pearson's Governor Appointment notification. Our total board membership is at 18 members

BOARD ABSENTEEISM LOG- Informational

No Comments.

BOARD COMMENTS

M. Holonchok introduced her supervisor Brian McElhone who will be joining the board in the Head Start position September of 2017.

NEXT MEETINGS

The next scheduled meetings are as follows:

- Wednesday, May 3, 2017 , 10:30 a.m. – Exec/Admin Committee Conference Call
- Wednesday, June 21, 2017 10:30 a.m. –Board Meeting World Golf Village Convention Center

ADJOURNMENT*

- 8.** R. Coleman motioned for adjournment at 11:54 am. B. Graham
Seconded the motion. No discussion – motion passed unanimously.

Minutes Submitted By: Kim Brumfield, Office Manager

V. STAFF AND COMMITTEE REPORTS

A. 3RD QUARTER PROGRAM UPDATE

MEMORANDUM

To: All Board Members
From: Tajaro Dixon, Grants and Operations Manager
Date: May 15, 2017
Subject: 2016/2017 Third Quarter Program Update and Quality Assurance Activities

Coalition Activities:

- The annual CEO Succession Plan "Handoff Report" (Summary of all Coalition Accounts /Operations) was updated by staff in January.
- Coalition staff have completed the annual refresher Data Security training in January and the review of Information Technology policies in March.
- This year's record archiving (hard copy and digital) is on track and will be completed on time.
- The 2017/2018 Sub-recipient Contract Monitoring Schedule and Narrative Plan was completed (and is part of the School Readiness Plan Amendment #10 – included in the board packet today for approval).
- New travel regulations have come out from OEL/DOE that are effective July 1, 2017. The Coalition and ECS are still awaiting the official guidance before processing policy revisions for board approval.

Programmatic:

ECS (Episcopal Children's Services) On-Site Monitoring:

- The 2016/2017 Third Quarter Monitoring was performed April 24 – May 5, 2017. This monitoring included all OEL required "eligibility" criteria, SR Plan Compliance: Unified Waiting List, Child Care Provider Monitoring (and SR Provider Contract Requirements), and the Fiscal Non-Direct Costs review. This review is currently in the Draft report stage. The Final report summary will be given on the next quarterly program report.
- The 2016/2017 Fourth Quarter Monitoring is scheduled for July 24 – August 4, 2017. This monitoring will include all OEL required "eligibility" criteria, SR Plan Compliance: Quality Performance Report, the Fiscal Non-Direct Costs review, and the Year-end Fiscal Overview. An update on this monitoring will be given on the next quarterly program report.

ALL full reports are available upon request.

V. STAFF AND COMMITTEE REPORTS

B. CEO REPORT

V. STAFF AND COMMITTEE REPORTS

C. 3RD QUARTER EARLY LITERACY REPORT

Early Literacy Outreach Manager Report Third Quarter 2016-2017

Highlights:

Early Educators Conference: Saturday, January 21, Sullivan Hall, Fleming Island. The conference featured a day with the "Ooey Gooey Lady" aka Lisa Murphy. Lisa is a popular International speaker who has become best known for her ability to link hands-on activities to educational standards creating play-based early childhood environments. 300 were in attendance. CEU's and in-service hours are provided. Kaplan Early Learning Co. was the sponsor of the 2016 Pre-school teacher of the year award.

Toddler Sensory Day: March 8th. The Kiwanis Club of St. Augustine sponsored this event at the Southeast Branch Library in St. Augustine. The ELC provided activities and arranged for the Cat in the Hat to make a special visit.

Early Literacy Outreach Activities:

Florida Simultaneous Reading Event January 25, 2017: Providers read the same book on the same day. This year's book for infants and toddlers was "From Head to Toe" by Eric Carle and "I Don't Want to be a Frog" by Dev Petty. The ELC of North Florida gave out FREE copies of each of book along with activity extension packets to all centers/schools represented at the early educators conference.

Ferst Foundation Book Program: In March the Ferst Foundation book program was expanded to Baker and Bradford Counties. Now Nassau, Bradford and Baker school readiness children ages 0-4 1/2 can receive a FREE book once a month in the mail if they sign up for the program. Currently there are a total of 178 children signed up for the program. The Ferst Foundation bills the ELC monthly \$3.00 a month for each child for a total of \$36.00 a year per child.

Putnam United Way Book Bags: A \$5,000 grant was given to Episcopal Children's Services to purchase books and distribute to pre-school children in Putnam County. In February ECS and ELC staff and volunteers assembled and delivered close to 700 bags to 21 different centers/schools and 11 Family Child Care Homes.

Dr. Seuss Week: During the first week of March in celebration of Dr. Seuss's birthday eight Dr. Seuss book themed literacy programs were put on in Clay, Putnam and St. Johns Counties. Story time with special guest the "Cat in the Hat" along with activities all relating to different Dr. Seuss books. At the end each child receives a Dr. Seuss book to take home and each classroom receives a large variety set of Dr. Seuss books for their classroom. The centers who received programs were chosen from a drawing at the early educator's conference.

Reading with Ronald: In participation of Children's Week at the state capital Episcopal Children's Services scheduled six Reading with Ronald story time field trips in a different center in each of our six counties. Ronald McDonald was the special guest and at the end of each program the ELC provided a FREE book for each child attending. 775 children attended these events.

VI. NEW/UNFINISHED BUSINESS

A. APPROVAL OF 2016-17 BUDGET REALIGNMENT/QUALITY DOLLARS*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Budget Realignment
Reason for Recommended Action	<p>To be in compliance of completing the 2016-2017 budget year within the 1.5% margin, shifting of budget categories may be necessary. We request to move any unused Administrative Dollars to any OCA item as needed.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• If not approved: The Coalition would exceed the allowable margin of 1.5% of the end-of-year budget.
How the Action will be accomplished	Coalition budget realignment to be approved at the 6/21/2017 Board meeting.

VI. NEW/UNFINISHED BUSINESS

B. APPROVAL OF FINANCIALS AS OF APRIL 30, 2017*

***ACTION ITEM**

FINANCE MANAGERS REPORT

Fiscal Year 2016-2017

April 2017 Financial Information

Financial Statements

The 3rd quarter monitoring of ECS has been completed and the final report has been accepted. Moss, Krusick & Assoc. have begun their field work beginning the week of June 5th. April 2017 Financial Statements have been used for this report as these are the most recently reconciled reports.

School Readiness Grant Requirements and other significant data:

Administrative Costs must be below 5% of the grant expenditure

- Costs are currently 4.22 %

Direct costs for child care services (slots) must be above 78% of the grant expenditure

- Expenditures are currently 78.91%
- Average children served per month through April 2017 is 3,581.

Total Grant Expenditure on Direct Services (slots, without advance) - \$ 9,629,334.

Total Grant Expenditure for Administration & Indirect Services - \$ 1,201,542.

Percentage of Grant year: 83 %

Percentage of Grant expended for the year: 77.85 %

Voluntary Pre-K Grant Requirements and other significant data:

Administrative Monitoring and Eligibility Costs must be below 4% of the grant expenditure

- Costs are currently 3.29 %

Total Grant Expenditure on Direct Services - \$ 11,244,700.

Total Grant Expenditure on Administration & Indirect Services-\$ 369,392

Percentage of Grant year: 83 %

Percentage of Grant expended for the year (without advance): 91.65 %

Average Children Served per Month through April 2017 is 4,789.

Summary

SR – School Readiness

- The coalition is .78 % below the maximum threshold for administrative services.
- The coalition is .91 % above the minimum threshold for direct services.

VPK – Coalition Pre-K:

- The coalition is .71 % below the maximum threshold for administrative services.

Early Learning Coalition of North Florida
Balance Sheet
As of April 30, 2017

3:34 PM

06/07/2017

Accrual Basis

Apr 30, 17

ASSETS

Current Assets

Checking/Savings

1000 · Cash - Ameris	247,543.87
1024 · Cash - Ameris (Repurchase)	1,719,000.00
1026 · Money Market	31,601.96

Total Checking/Savings 1,998,145.83

Accounts Receivable

11000 · Accounts Receivable	2,163.84
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Total Accounts Receivable 2,163.84

Other Current Assets

1050 · Petty Cash	200.00
1120 · Other Receivables	
1125 · Other Receivables 12-13	0.43
1126 · Other Receivables 13-14	-4,904.44
1127 · 1127 Other Receivables 14-15	66,084.00
1128 · Other Receivables 15-16	-65,999.00
1129 · Other Receivables 16-17	1,134,983.79

Total 1120 · Other Receivables 1,130,164.78

1190 · Prepaid Expense	3,826.39
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Total Other Current Assets 1,134,191.17

Total Current Assets 3,134,500.84

Fixed Assets

1300 · Equipment	8,548.66
1599 · Accumulated Depreciation	-8,549.29

Total Fixed Assets -0.63

TOTAL ASSETS **3,134,500.21**

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2000 · Accounts Payable	3,711.96
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Total Accounts Payable 3,711.96

Other Current Liabilities

2010 · A/P-Other	
2016 A/P Other - 2014-2015	0.12
2014 · A/P Other - 2012-2013	1,280.50
2015 · A/P Other - 2013-2014	41,974.69
2016 · A/P Other - 2015-2016	-273,811.02
2017 · A/P Other - 2016-2017	2,194,006.40

Total 2010 · A/P-Other 1,963,450.69

2040 · Interest Due to State	-2,692.30
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	Apr 30, 17
2055 · A/P - Accrued Salaries	2,484.72
2056 · Accrued Vacation/Sick Leave	15,929.55
2100 · Payroll Liabilities	
2101 · SS/MC Liability	-1,139.69
21011 · SUTA Liabilities	-496.46
2102 · W/H Liability	-1,994.19
2103 · 401K Liability	-1,836.46
2104 · Health Insurance Liability	7,840.75
2105 · Aflac - Deduction	
2105-1 · Aflac Post-Tax	219.00
2105-2 · Aflac Pre-Tax	197.64
Total 2105 · Aflac - Deduction	416.64
2106 · Dental Insurance Liability	-2,891.57
2107 · Vision Insurance Liability	996.91
2109 · United Way Deduction	60.00
Total 2100 · Payroll Liabilities	955.93
2111 · Advance - School Readiness	630,000.00
2112 · Advance - VPK	519,002.70
2140 · Due to CCR - SR	21,647.73
Total Other Current Liabilities	3,150,779.02
Total Current Liabilities	3,154,490.98
Total Liabilities	3,154,490.98
Equity	
3000 · Opening Bal Equity	163,615.79
3900 · Retained Earnings	-330,932.36
Net Income	147,325.80
Total Equity	-19,990.77
TOTAL LIABILITIES & EQUITY	3,134,500.21

Early Learning Coalition of North Florida
Profit & Loss
 July 2016 through April 2017

3:42 PM
 06/07/2017
 Accrual Basis
 Jul '16 - Apr 17

Ordinary Income/Expense

Income

4000 · Contracts Grants Financial Asst	
4010 · Local Matching Revenues	
4015 · Local Match - St Johns Co BCC	100,653.88
4016 · Local Match - United Way of SJC	21,250.00
Total 4010 · Local Matching Revenues	121,903.88
4050 · Gifts, Donations and Pledges	5,001.20
4120 · School Readiness	
4121 · School Readiness Revenue	12,096,439.59
Total 4120 · School Readiness	12,096,439.59
4130 · Voluntary Pre-Kindergarten	
4131 · VPK Revenue	12,119,972.73
4133 · VPK Outreach & Awareness	32,131.70
Total 4130 · Voluntary Pre-Kindergarten	12,152,104.43
4140 · Performance Funding	162,881.70
Total 4000 · Contracts Grants Financial Asst	24,538,330.80
4100 · Investment Earnings	
4101 · Investment Earnings	422.07
Total 4100 · Investment Earnings	422.07
4141 · ELFL - University of Florida	29,300.00
4210 · Early Learning Conference Fees	9,054.16

Total Income

24,577,107.03

Gross Profit

24,577,107.03

Expense

5000 · ER Provided Salaries/Benefits	
5001 · Salaries, Benefits and Staffing	
5130 · Employee Benefits	
5135 · Health Insurance - HSA Accts	16,749.60
Total 5130 · Employee Benefits	16,749.60
5001 · Salaries, Benefits and Staffing - Other	295,731.50
Total 5001 · Salaries, Benefits and Staffing	312,481.10
5005 · Payroll Taxes	22,426.62
5007 · Benefits-Reemployment	47.13
5010 · Health Insurance	41,278.81
5020 · Retirement	11,975.16
5030 · Life, disability, other benefit	1,289.50
5999 · Allocation of Shared Costs	0.00
Total 5000 · ER Provided Salaries/Benefits	389,498.32
5100 · Staff Development	
5101 · Staff Development	11,884.08
5105 · Tuition Reimbursement	476.00

	Jul '16 - Apr 17
Total 5100 · Staff Development	12,360.08
6000 · Professional Services	
6001 · Accounting	1,500.00
6002 · Auditng	8,500.00
6005 · Information Technology	528.95
6025 · Printing & Reproduction	1,394.00
6030 · Repairs and Maintenance	200.00
6035 · Other	4,337.30
Total 6000 · Professional Services	16,460.25
6500 · Direct Services - Child Care	
6501 · Direct Services - Child Care	
8122 · 97COO - CCDF Eligible	0.00
Total 6501 · Direct Services - Child Care	0.00
6502 · 97POO - Working Poor	5,953,724.52
6503 · 97ROO - At Risk of Abuse	2,258,386.87
6504 · 97GOO - Working TANF	17,345.78
6505 · 97GNW - Non-Working TANF	699,268.75
6506 · 97GSD - Gold Seal Rate Differ	468,322.36
6507 · 97PPO - Purchasing Pool	21,694.68
6508 · 97RSP - TANF Resp	0.00
6509 · 97GTA - TANF Applicants	0.00
6511 · 97CSD -Economically Disadvanta	85,888.88
6512 · 97CSO - Priority #2, 5, 8 & 9	24,038.40
6513 · 97CSQ - Child Only Priority	100,663.59
Total 6500 · Direct Services - Child Care	9,629,333.83
7000 · Occupancy	
7001 · Office Sites - Occupancy	29,527.72
Total 7000 · Occupancy	29,527.72
7050 · Postage, Freight and Delivery	
7051 · Postage, Freight and Delivery	1,297.44
Total 7050 · Postage, Freight and Delivery	1,297.44
7100 · Rentals	
7101 · Rentals - Office Equipment	3,082.76
Total 7100 · Rentals	3,082.76
7150 · Supplies	
7151 · Office Supplies & Expense Items	6,441.24
Total 7150 · Supplies	6,441.24
7200 · Communications	
7201 · Communications	9,564.38
Total 7200 · Communications	9,564.38
7250 · Insurance	
7251 · D & O	2,084.57
7260 · General Liability	3,105.30
7265 · Workers Compensation	948.83
Total 7250 · Insurance	6,138.70

	<u>Jul '16 - Apr 17</u>
7300 · Tangible Personal Property	
7301 · Equipment >\$1,000	2,881.00
7302 · Equipment <\$1,000	1,106.87
Total 7300 · Tangible Personal Property	<u>3,987.87</u>
7400 · Quality	
7401 · Quality & Classroom Supplies	10,917.64
7405 · Training Materials, Space	12,642.27
7410 · Consumer Education-Outreach Mat	31,236.48
7415 · Grants to Providers	500.00
Total 7400 · Quality	<u>55,296.39</u>
7500 · Travel	
7501 · Travel - In State	1,773.32
7505 · Travel - Out of State	683.77
7510 · Travel - Local	7,356.41
Total 7500 · Travel	<u>9,813.50</u>
7600 · Other Expenses	
7601 · Bank Fees	459.32
7610 · Web Service	13,406.13
7615 · Other employee expenditures	209.00
7620 · Dues and Subscriptions	8,770.24
7635 · Misc/Other Current Charges	2,241.76
Total 7600 · Other Expenses	<u>25,086.45</u>
8000 · Pass Through Payments	
8100 · School Readiness	
8110 · Non-Direct	
8111 · 97BBA - Administration	249,433.78
81111 · 97FIR- Administration	6,719.97
8112 · 97BBD - Non-Direct Services	186,485.46
8113 · 97BDE - Eligibility Determ	506,784.42
8114 · 97QOO - Quality Services	452,155.76
81141 · 97QAS - SR Assessment	57,402.30
81142 · 97QTA - Provider Assistance	86.70
81143 · 97QPD - Prof Development	5,170.00
81144 · 97QCS - Child Screening	19,663.95
81145 · 97QST -Early Learning Standards	207.80
81146 · 97QPT - Parental Training	795.86
81148 · 97QCR - Early Learning	0.00
81149 · 97QVP - Quality Improvement	33.02
8115 · 97ICS - SR Child Screening	16,019.98
81151 · 97 IAS - Assessment - Inf/Todd	77,567.40
81152 · 97ICR - Curriculum Inf/Toddler	149.95
8116 · 97QI4 - Resource & Referral	185,419.01
8117 · 97QIN - Inclusion	101,807.27
8118 · 97INT - Infants & Toddlers	118,072.62
8119 · 97SYS - Child Care Info Systems	0.00

	Jul '16 - Apr 17
Total 8110 - Non-Direct	1,983,975.25
8135 - ELFL - University of Florida	29,300.00
Total 8100 - School Readiness	2,013,275.25
8200 - Voluntary Pre-K	
8210 - Non-Direct	
8211 - VPADM - VPK Admin	180,686.07
8212 - VPENR - Enrollment	113,190.24
8213 - VPMON	15,912.01
8214 - VPSYS - Statewide Info Systems	0.00
Total 8210 - Non-Direct	309,788.32
8220 - Direct	
8221 - VPPRP - Prepay	347,378.80
8222 - VPPRS - VPK Slots	11,221,579.83
8224 - VPKSD - School Dist Minimum	22,952.28
Total 8220 - Direct	11,591,910.91
8230 - VPK Other Grants	
8232 - VPLTR-VPK O & A	
8232.01 - Baker County	1,927.90
8232.02 - Bradford County	1,285.27
8232.03 - Clay County	10,282.15
8232.04 - Nassau County	3,855.81
8232.05 - Putnam County	3,534.49
8232.06 - St. Johns County	11,246.08
Total 8232 - VPLTR-VPK O & A	32,131.70
Total 8230 - VPK Other Grants	32,131.70
Total 8200 - Voluntary Pre-K	11,933,830.93
8300 - Local Match Expense	121,904.42
Total 8000 - Pass Through Payments	14,069,010.60
8400 - Performance Funding	
8410 - Performance Funding Pass Throug	
8123 - 97PMC-MMCI Training	1,798.07
8124 - 97PAV-Advance	0.00
8125 - 97PFA-Project Management	81,996.94
8126 - PFPCL - PFP Bonus	0.00
8127 - PFPFR - ELPFPP Tier 1	7,861.25
8128 - PFPHN - Tier 1 in high needs	70,548.20
8131 - 97PFT - Technical Assistance	677.24
Total 8410 - Performance Funding Pass Throug	162,881.70
Total 8400 - Performance Funding	162,881.70
Total Expense	24,429,781.23
Net Ordinary Income	147,325.80
Net Income	147,325.80

Early Learning Coalition of North Florida
Profit & Loss Budget vs. Actual
 July 2016 through April 2017

3:37 PM
 06/07/2017
 Accrual Basis

	Jul '16 - Apr 17	Budget
Ordinary Income/Expense		
Income		
4000 · Contracts Grants Financial Asst		
4010 · Local Matching Revenues		
4015 · Local Match - St Johns Co BCC	100,653.88	112,000.00
4016 · Local Match - United Way of SJC	21,250.00	20,833.34
Total 4010 · Local Matching Revenues	121,903.88	132,833.34
4050 · Gifts, Donations and Pledges	5,001.20	
4120 · School Readiness		
4121 · School Readiness Revenue	12,096,439.59	12,947,666.66
Total 4120 · School Readiness	12,096,439.59	12,947,666.66
4130 · Voluntary Pre-Kindergarten		
4131 · VPK Revenue	12,119,972.73	11,010,699.16
4133 · VPK Outreach & Awareness	32,131.70	26,903.34
Total 4130 · Voluntary Pre-Kindergarten	12,152,104.43	11,037,602.50
4140 · Performance Funding	162,881.70	
Total 4000 · Contracts Grants Financial Asst	24,538,330.80	24,118,102.50
4100 · Investment Earnings		
4101 · Investment Earnings	422.07	
Total 4100 · Investment Earnings	422.07	
4141 · ELFL - University of Florida	29,300.00	
4210 · Early Learning Conference Fees	9,054.16	
Total Income	24,577,107.03	24,118,102.50
Gross Profit	24,577,107.03	24,118,102.50
Expense		
5000 · ER Provided Salaries/Benefits		
5001 · Salaries, Benefits and Staffing		
5130 · Employee Benefits		
5135 · Health Insurance - HSA Accts	16,749.60	16,750.00
Total 5130 · Employee Benefits	16,749.60	16,750.00
5001 · Salaries, Benefits and Staffing - Other	295,731.50	294,583.34
Total 5001 · Salaries, Benefits and Staffing	312,481.10	311,333.34
5005 · Payroll Taxes	22,426.62	23,916.66
5007 · Benefits-Reemployment	47.13	83.34
5010 · Health Insurance	41,278.81	55,000.00
5020 · Retirement	11,975.16	15,000.00
5030 · Life, disability, other benefit	1,289.50	1,250.00
Total 5000 · ER Provided Salaries/Benefits	389,498.32	406,583.34
5100 · Staff Development		
5101 · Staff Development	11,884.08	7,666.66
5105 · Tuition Reimbursement	476.00	1,000.00

	Jul '16 - Apr 17	Budget
Total 5100 · Staff Development	12,360.08	8,666.66
6000 · Professional Services		
6001 · Accounting	1,500.00	2,916.66
6002 · Auditng	8,500.00	15,000.00
6005 · Information Technology	528.95	
6010 · Legal	0.00	166.66
6025 · Printing & Reproduction	1,394.00	1,666.66
6030 · Repairs and Maintenance	200.00	625.00
6035 · Other	4,337.30	
Total 6000 · Professional Services	16,460.25	20,374.98
6500 · Direct Services - Child Care		
6502 · 97POO - Working Poor	5,953,724.52	
6503 · 97ROO - At Risk of Abuse	2,258,386.87	
6504 · 97GOO - Working TANF	17,345.78	
6505 · 97GNW - Non-Working TANF	699,268.75	
6506 · 97GSD - Gold Seal Rate Differ	468,322.36	
6507 · 97PPO - Purchasing Pool	21,694.68	
6511 · 97CSD -Economically Disadvanta	85,888.88	
6512 · 97CSO - Priority #2, 5, 8 & 9	24,038.40	
6513 · 97CSQ - Child Only Priority	100,663.59	
Total 6500 · Direct Services - Child Care	9,629,333.83	
7000 · Occupancy		
7001 · Office Sites - Occupancy	29,527.72	32,500.00
Total 7000 · Occupancy	29,527.72	32,500.00
7050 · Postage, Freight and Delivery		
7051 · Postage, Freight and Delivery	1,297.44	1,250.00
Total 7050 · Postage, Freight and Delivery	1,297.44	1,250.00
7100 · Rentals		
7101 · Rentals - Office Equipment	3,082.76	3,750.00
Total 7100 · Rentals	3,082.76	3,750.00
7150 · Supplies		
7151 · Office Supplies & Expense Items	6,441.24	6,250.00
Total 7150 · Supplies	6,441.24	6,250.00
7200 · Communications		
7201 · Communications	9,564.38	10,000.00
Total 7200 · Communications	9,564.38	10,000.00
7250 · Insurance		
7251 · D & O	2,084.57	2,291.66
7260 · General Liability	3,105.30	2,916.66
7265 · Workers Compensation	948.83	1,000.00
Total 7250 · Insurance	6,138.70	6,208.32
7300 · Tangible Personal Property		
7301 · Equipment >\$1,000	2,881.00	2,500.00
7302 · Equipment <\$1,000	1,106.87	2,083.34

	Jul '16 - Apr 17	Budget
Total 7300 · Tangible Personal Property	3,987.87	4,583.34
7400 · Quality		
7401 · Quality & Classroom Supplies	10,917.64	45,833.34
7405 · Training Materials, Space	12,642.27	
7410 · Consumer Education-Outreach Mat	31,236.48	
7415 · Grants to Providers	500.00	
Total 7400 · Quality	55,296.39	45,833.34
7500 · Travel		
7501 · Travel - In State	1,773.32	1,666.66
7505 · Travel - Out of State	683.77	5,416.66
7510 · Travel - Local	7,356.41	10,000.00
Total 7500 · Travel	9,813.50	17,083.32
7600 · Other Expenses		
7601 · Bank Fees	459.32	833.34
7605 · Application Software/Licenses	0.00	1,250.00
7610 · Web Service	13,406.13	20,833.34
7615 · Other employee expenditures	209.00	3,958.34
7620 · Dues and Subscriptions	8,770.24	10,000.00
7625 · Taxes, Licenses and Fees	0.00	416.66
7635 · Misc/Other Current Charges	2,241.76	6,250.00
Total 7600 · Other Expenses	25,086.45	43,541.68
8000 · Pass Through Payments		
8100 · School Readiness		
8110 · Non-Direct		
8111 · 97BBA - Administration	249,433.78	
81111 · 97FIR- Administration	6,719.97	
8112 · 97BBD - Non-Direct Services	186,485.46	
8113 · 97BDE - Eligibility Determ	506,784.42	
8114 · 97QOO - Quality Services	452,155.76	
81141 · 97QAS - SR Assessment	57,402.30	
81142 · 97QTA - Provider Assistance	86.70	
81143 · 97QPD - Prof Development	5,170.00	
81144 · 97QCS - Child Screening	19,663.95	
81145 · 97QST -Early Learning Standards	207.80	
81146 · 97QPT - Parental Training	795.86	
81149 · 97QVP - Quality Improvement	33.02	
8115 · 97ICS - SR Child Screening	16,019.98	
81151 · 97 IAS - Assessment - Inf/Todd	77,567.40	
81152 · 97ICR - Curriculum Inf/Toddler	149.95	
8116 · 97QI4 - Resource & Referral	185,419.01	
8117 · 97QIN - Inclusion	101,807.27	
8118 · 97INT - Infants & Toddlers	118,072.62	
Total 8110 · Non-Direct	1,983,975.25	
8135 · ELFL - University of Florida	29,300.00	

	Jul '16 - Apr 17	Budget
8100 · School Readiness - Other	0.00	12,379,375.00
Total 8100 · School Readiness	2,013,275.25	12,379,375.00
8200 · Voluntary Pre-K		
8210 · Non-Direct		
8211 · VPADM - VPK Admin	180,686.07	
8212 · VPENR - Enrollment	113,190.24	
8213 · VPMON	15,912.01	
Total 8210 · Non-Direct	309,788.32	
8220 · Direct		
8221 · VPPRP - Prepay	347,378.80	
8222 · VPPRS - VPK Slots	11,221,579.83	
8224 · VPKSD - School Dist Minimum	22,952.28	
Total 8220 · Direct	11,591,910.91	
8230 · VPK Other Grants		
8232 · VPLTR-VPK O & A		
8232.01 · Baker County	1,927.90	
8232.02 · Bradford County	1,285.27	
8232.03 · Clay County	10,282.15	
8232.04 · Nassau County	3,855.81	
8232.05 · Putnam County	3,534.49	
8232.06 · St. Johns County	11,246.08	
8232 · VPLTR-VPK O & A - Other	0.00	26,903.34
Total 8232 · VPLTR-VPK O & A	32,131.70	26,903.34
Total 8230 · VPK Other Grants	32,131.70	26,903.34
8200 · Voluntary Pre-K - Other	0.00	10,972,365.84
Total 8200 · Voluntary Pre-K	11,933,830.93	10,999,269.18
8300 · Local Match Expense	121,904.42	132,833.34
Total 8000 · Pass Through Payments	14,069,010.60	23,511,477.52
8400 · Performance Funding		
8410 · Performance Funding Pass Throug		
8123 · 97PMC-MMCI Training	1,798.07	
8125 · 97PFA-Project Management	81,996.94	
8127 · PFPPR - ELFPFP Tier 1	7,861.25	
8128 · PFPHN - Tier 1 in high needs	70,548.20	
8131 · 97PFT - Technical Assistance	677.24	
Total 8410 · Performance Funding Pass Throug	162,881.70	
Total 8400 · Performance Funding	162,881.70	
Total Expense	24,429,781.23	24,118,102.50
Net Ordinary Income	147,325.80	0.00
Net Income	147,325.80	0.00

VI. NEW/UNFINISHED BUSINESS

C. APPROVAL OF THE 17/18 ECS CONTRACT*

***ACTION ITEM**

ACTION ITEM SUMMARY

(06/21/17 Board Meeting)

DESCRIPTION	Episcopal Children's Services 2017/2018 Primary Service Provider Contract
Reason for Recommended Action	<p>As the Coalition has been satisfied with Episcopal Children's services (ECS) delivery of services in contract year 2016/2017 (and all applicable prior years), the Coalition will continue contracting with ECS for 2017/2018.</p> <p>2017/2018 would be ECS's second year of a possible three year term from the RFP (Request for Proposals) awarded by the ELC Board of Directors March 16, 2016.</p> <p>If this is not done, the following would occur:</p> <ul style="list-style-type: none">• The Coalition would not have a Primary Service Provider contracted for 2017/2018.
How the Action will be accomplished	Board approval and party signatures.

The Early Learning Coalition of North Florida, Inc.
and
Episcopal Children's Services Inc.

THIS AGREEMENT is made and entered into between the EARLY LEARNING COALITION OF NORTH FLORIDA, INC., hereinafter referred to as the "COALITION", and EPISCOPAL CHILDREN' SERVICES, INC. hereinafter referred to as the "CONTRACTOR."

I. GENERAL PROVISIONS

A. Scope of Contract

This contract relates exclusively to the provision of primary School Readiness and Voluntary Pre-Kindergarten (Attachment 1 and Exhibit A) services to the COALITION. This contract incorporates Attachments and Exhibits for a total of **83 pages**. The CONTRACTOR shall fulfill its designated responsibility as "Primary Early Learning Services Provider" in the OEL-approved Early Learning Coalition of North Florida Plan (Plan) and is also responsible for invoking all COALITION approved changes to all documents pertaining to the Plan and this Primary Services contract. The CONTRACTOR shall request any changes to the contract or this Plan through COALITION staff and the appropriate committee. The CONTRACTOR shall submit all required reports listed within this contract and/or any ad hoc reports requested by the stated deadline and in the proper format per the most current version of this contract and the COALITION'S Contracts Report "Table" and "Tickler" documents. All documentation to support the information within these reports are required to be maintained by the CONTRACTOR and must be made available to the COALITION upon request. The Coalition, at its sole discretion and upon written request by the Contractor, will consider offering an extension for any listed tasks, timelines, or deliverables. Notification of any deliverable extension granted shall be provided by the Coalition Grant Manager to the Contractor in writing.

The CONTRACTOR understands and agrees to adhere to the standards and requirements established under the Coalition's formal Procurement Process and the Request for Proposal (RFP) document and Contractor's response pursuant to which this agreement was funded and which is incorporated by reference as if set forth in its entirety herein except that to the extent that any terms or conditions as provided for under the Request for Proposals including the Contractor's response, conflict with the terms and conditions as stated in this agreement the language of this agreement shall control. The COALITION has the right to include and consider any additional documents required by the Federal Government, State of Florida, or Governor, pertaining to this contract if conditions arise to any performance requirements.

The Contractor has been determined as a sub-recipient. As such, The CONTRACTOR understands and agrees to adhere to all applicable terms and conditions defined in the most current annual GRANT AGREEMENT between Florida's Office of Early Learning and the Early Learning Coalition of North Florida. This includes any renewals or extensions approved by both OEL and the Coalition's Board of Directors. The Contractor shall comply with the Federal and State laws and regulations within this contract and the grant agreement, including any revision to those laws and regulations made after the execution of this Contract (notification will be provided in writing to the Contractor), in the course of performing services under this Grant Agreement. Upon execution of a mutual agreement between OEL and the Coalition, Episcopal Children's Services (as the Coalition's sub-recipient) is in agreement with the terms and conditions of said contract. Additionally, the Contractor agrees to comply with all applicable Coalition policies and procedures, and to comply with any newly enacted statutes or rules that supersede the provision of this agreement. The Contractor must comply with State and Federal Single Audit Act requirements and must appropriately classify and account for expenditures of administrative funds made under contract that are subject to the **5% administrative cap (97BBA)** for School Readiness Services. It is also required that the Contractor submit a cost allocation plan to

ensure all expenditures are correctly classified and recorded and personnel activity reports must be completed by each employee on a monthly basis. The P.A.R.'s must also; (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) be prepared at least monthly and coincide with one or more pay periods, and (4) must be signed by the employee and/or supervisor that has first-hand knowledge of the employee's performed tasks.

B. Effective Dates

This contract shall be in effect for the period beginning on **July 1, 2017**, and ending **June 30, 2018**, unless terminated earlier in accordance with the terms of this contract. The COALITION is not obligated to pay for costs incurred related to this contract prior to this contract's begin date or after the end date.

C. Governing Laws

1. State Of Florida Requirements

- a) The Provider agrees that its contract will be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the Florida Statutes 1002.81 through 1002.97 and 1002.51 through 1002.79, and 216.401 F.S., 230.2303 F.S., 402.25 F.S., 402.319 F.S., 409.178 F.S., 411.223 F.S., 414.045(1) F.S., 414.1585(1) F.S., 435.04 F.S., 445.023 F.S., 445.032 F.S., 445.017 F.S., Part A, Title IV of the Social Security Act, 45 CFR Parts 74, 84, 92, 98, 99, and 260-265, and Rules 6A-1.09433, 6A-6.03033, and 65C-20 through 22 Florida Administrative Code (F.A.C).
- b) The Provider agrees that this contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract. The parties further agree that St. Johns County shall be the venue of any legal action between the parties.
- c) The parties shall be governed by applicable state and federal laws, rules and regulations including, but not limited to those referenced in this Contract, the approved Community Service Plan, and all Attachments and Exhibits contained herein.
- d) The Provider agrees to comply with Florida Statutes 11.062, 20.052, 39, 112 [including 112.061, 112.313, 112.3135, 112.3143(1)(b)], 119, 215.97, 215.971, 216.181, 216.301, 216.347, 273, 282.3031, 286.25, 287.017, 287.057, 287.058, 287.0585, 402.281, 415, 427, and 946.40 and (4).
- e) **CSFA (Catalog of State Financial Assistance) notification:** The Contractor shall ensure that all its activities under the Contract shall be conducted in conformance with the regulations required under the Voluntary Pre-Kindergarten Education Program award, CSFA number 48.108.

2. Federal Requirements

- a) **Clean Air and Water Act:** When applicable, if this contract is in excess of \$100,000, the Provider shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401 et seq.), the Clean Water Act as amended (33 U.S.C. 1251 et seq.), and Environmental Protection Agency regulations (400 C.F.R. part 15). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR part 92.36(i)(12).
- b) **Lobbying:** The Provider agrees that no federal funds received in connection with this contract may be used by the Provider to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement provides for or contemplates the use of federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying

form. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from the Coalition's C.E.O. All disclosure forms as required by the Certification Regarding Lobbying form (**Attachment 3**) must be completed and returned to the Coalition's C.E.O.

- c) **Immigration and Nationality Act:** The Provider agrees that unauthorized aliens shall not be employed. Employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition. (**Attachment 15, C**)
- d) **E.E.O:** The Contractor 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).
- e) **Drug Free Workplace Act:** The Provider agrees to operate in accordance with the Drug-Free Workplace Act of 1988 Common Rule (45 CFR part 82). (**Attachment 5**)
- f) **Debarment and Suspension:** When applicable, as required by the regulations implementing Executive Order No. 12549, Debarment and Suspension, 29 C.F.R. 98, the Provider is not presently nor previously within a three-year period preceding the effective date of the Agreement, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (**Attachment 4**)
- g) **Non-Discrimination and Harassment-Free Workplace:** The Provider shall certify that they will not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The Provider shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Provider agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188. (**Attachment 15, A**)
- h) **Energy Policy and Conservation Act:** The Provider agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163.). See 45 CFR part 92.36(i)(13).
- i) **Contract Work Hours and Safety Standards:** When applicable, the Provider agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 as supplemented by 29 CFR Part 5).
- j) **Copeland Anti-Kickback and Davis-Bacon Acts:** When applicable, the Provider agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C 276c, and supplemented by 29 C.F.R. Part 3) and the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7) regarding labor standards for federally assisted construction sub-agreements.
- k) **Construction or Renovation of Facilities/Purchase of Buses Using Program Funds:** The Provider is aware that pursuant to 45 C.F.R. part 98.54, CCDF funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds, the Coalition shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property.
Funds may not be used for the purchase of buses or to pay for transportation costs, other than transportation costs designated by special OCA's in OEL OCA Working Definitions document.

- l) The Provider agrees that no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the Provider, except that services may be designated for specific client groups as defined by the Office of Early Learning. The Provider agrees to maintain reasonable access to handicapped persons. (**Attachment 15, A and D**)
- m) **CFDA (Catalog of Federal Domestic Assistance) notification - CCDBG, CCDF, TANF, and SSBG:**
The Contractor shall ensure that all its activities under the Contract shall be conducted in conformance with the current provisions and regulations required under the:
- 1) Child Care Development Block Grant (hereinafter referred to as "CCDBG"), CFDA number 93.575,
 - 2) Child Care and Development Fund (hereinafter referred to as "CCDF"), CFDA number 93.596, 42 USC § 9858 et seq. and section 418 of Title IV-A of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act and subsequent amendments, 42 USC § 618,
 - 3) Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), CFDA number 93.558, 42 USC § 601 - 619,
 - 4) Social Services Block Grant (hereinafter referred to as "SSBG"), CFDA number 93.667,
 - 5) 45 C.F.R. Parts 74, 92, 98 and 99, and 260-265, and
 - 6) other applicable federal regulations and policies promulgated hereunder.
- n) **Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995** The Contractor shall comply with section 507, P.L. 103-333 of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which state that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.
- o) **Trafficking Victims Protection Act of 2000** The Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended 22 U.S.C. 7104(g), of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which authorizes the Coalition to terminate the award/agreement, without penalty, if the sub-recipient (a) Engages in severe forms of trafficking in persons during the period of time that the award/agreement is in effect; (b) Procures a commercial sex act during the period of time that the award/agreement is in effect; or (c) Uses forced labor in the performance of the award/agreement.
- p) **Pro-Children Act regarding Environmental Tobacco Smoke:** The contractor agrees to comply with the Pro-Children Act of 2001, 42 U.S.C. 7181 – 7184, which imposes restrictions on smoking in facilities where Federally-funded children's services are provided, and include a similar compliance provision in all approved sub-contracts. The act specifically prohibits smoking in any indoor facility (owned, leased or contracted) where kindergarten, elementary or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased or contracted) where federally-funded health care, child care or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if an agent used federal funds to construct, operate or maintain such facilities. The statute does not apply to children's services provided in private residences, facilities that Medicare or Medicaid solely fund, portions of facilities used for inpatient drug or alcohol treatment, or facilities for redeeming Women, Infants, and Children (WIC) coupons. Failure to comply with the law's provisions may result in the imposition of a civil monetary penalty of up to \$1,000 per violation or the imposition of an administrative compliance order on the responsible entity.
- q) **School Readiness Citizenship and Immigration Status:** The Contractor agrees to verify the citizenship and immigration status of beneficiaries of its School Readiness programs and to ensure that a child is a U.S. citizen, U.S. noncitizen national, or qualified alien. The federal Child Care and Development Fund (CCDF) is subject to requirements of the *Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)*. Title IV of PRWORA requires programs offering federal public benefits to verify the citizenship and immigration status of beneficiaries of those benefits. Children who

are in programs subject to Head Start Performance Standards and supported by combined Head Start and CCDF funding are not subject to verification procedures.

- r) **Resource Conservation and Recovery Act (2 CFR § 215.16).** The Contractor agrees to comply with RCRA (P. L. 94–580 codified at 42 U.S.C. 6962), which requires any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247–254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- s) **Contractor Registration:** The Contractor agrees to comply with 2 CFR 25.110 Central Contractor Registration (CCR) and Data Universal Number System (DUNS) Numbers. In addition, the Contractor agrees to maintain a current registration in the Official U.S. Government System for Award Management (SAM).
- t) **Mandatory Reporting of Fraud and Criminal Activity:** In accordance with 2 CFR §200.113, *Mandatory disclosures*, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the Coalition and OEL all violations involving fraud, bribery or gratuity violations potentially affecting this contract and/or the related federal/grant program(s).

D. Definitions

Child Care Authorization Form – Form granting authorization for School Readiness services, distributed from local referring agencies to families meeting requirements of School Readiness.

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.

Contracted Slots - An annual contract, attached to a specific number of child(ren) within a selected child care provider, subject to annual appropriation (Chapter 2016-66, Laws of Florida, Specific Appropriation 87 in the General Appropriations Act). The child care provider must be a 'participating provider' in accordance with Program Guidance 250.01 – Other Cost Accumulators (OCAs).

Department of Children and Families (DCF) – State of Florida Department statutorily responsible for the administration of child care licensing and training throughout Florida.

Early Learning Performance Funding Project (ELPPF) - An early learning professional development initiative funded by the Florida Legislature to provide incentives to child care providers for improvement in School Readiness Program outcomes and provide data for an independent project evaluation. Qualifying providers applying for participation in the project are assigned to Tier 1, Tier 2 or Tier 3 based on their application and prerequisite qualifications. Tier 1 and Tier 2 providers are selected from providers who have met the prerequisite qualifications. Early learning training focused on teacher-child interactions are provided to Tier 1 SR providers within the Coalition's service area. Tier 2 providers are provided additional professional development focused on improving teacher child interactions and instruction. Tier 3 providers are selected from providers who successfully completed Tier 2 or met the prerequisites for Tier 3 as part of a local QRIS initiative.

Referral – Links a child's family with the appropriate community resources and available child care service providers in their area that best meet the family's needs.

II. SCOPE OF SERVICE TASKS - School Readiness Program

The CONTRACTOR shall serve as the "Primary Early Learning Services Contractor" to the COALITION. The C.E.O. shall be the liaison point of contact for all services under this contract.

This contract provides School Readiness services to eligible children and families; services necessary to develop and to maintain a safe, cost effective, family friendly system that protects at-risk children; and assistance for families to become or remain economically self-sufficient. These services shall be provided to families who reside within Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, State of Florida, for the time period specified in the contract. The major goals of these services are: to prevent the abuse and neglect of children; to assist families to become or remain economically self-sufficient; and to prepare children to enter school ready to learn. Authority for School Readiness and its related programs are provided in Chapter 1002, part VI, Florida Statutes, Sections, 402.3135, F.S., 402.3145, F.S., 414.1585(1), F.S., 435.04, F.S., 445.023, F.S., 445.032, F.S., 445.017, F.S., Part A, Title IV of The Social Security Act, 45 CRF Parts 74, 92, 98, 99, and 260 – 265, and Rules 6M-4 (School Readiness Program Rules), 6M-9 (Early Learning Coalition Rules), 65C-20, 21, and 22 FAC.

Eligibility for all School Readiness children will be determined according to guidelines established by the Child Care Development Fund (CCDF) as administered by OEL, current approved TANF state plan as administered by the Department of Children and Families (DCF), Chapter 1002.81 through 1002.97 F.S. and Rule 6M-4.100, 6M -4.200, 6M -4.201-210, 6M -4.300, F.A.C.

The CONTRACTOR shall provide the following ongoing primary School Readiness provider services and support to the COALITION:

A. ELIGIBILITY AND ENROLLMENT

1. Participation in School Readiness programs shall be provided to children under thirteen (13) years of age (or until the end of the determination period should a child become thirteen (13) years of age during that time) who meet childcare eligibility requirements established by OEL and the priorities set forth by the Coalition.
2. Priority for participation in the School Readiness programs shall be established by the Coalition. To the extent that resources are available, the Contractor shall extend School Readiness and child care services to every eligible family in the priorities that the Coalition has established and as stipulated in its early learning plan.
3. Determination of client eligibility and service eligibility is the responsibility of the Contractor and the Contractor shall maintain and utilize written procedures for eligibility determination. The contractor shall adhere to the rules for eligibility determination, as stipulated by all applicable State of Florida, the Office of Early Learning, Florida Administrative Code Rules.
4. The Coalition retains authority for establishing priority eligibility factors. The contractor shall ensure that priority is given to children and families who meet the eligibility priorities as adopted by the Coalition.
5. Childcare and School Readiness services for children determined to be at-risk of abuse or neglect who are in the custody of the state will be provided care in licensed centers or homes, unless OEL/DCF approve otherwise. The placement of children who are in protective custody will comply with OEL and DCF policies. All other clients will have a choice of the following: licensed or exempt childcare center; licensed or registered childcare family home; exempt school-based site; in-home care; relative care; non-relative care; or other legal care arrangement. The contractor shall conform to the program standards in OEL Guidance and with s. 402.305, F.S., and as defined by rules promulgation from the State of Florida.

THE CONTRACTOR:

1. Shall ensure 100% of Workforce development referrals are offered services within ten (10) calendar days.

2. Shall offer services to 100% of Department of Children and Families referrals and their community based lead agencies' referrals, determine eligibility within two (2) business days, attempt to place each child with a provider within two (2) business days (subject to caseworker and/or parent cooperation), and implement the Coalition approved Rilya Wilson Act (F.S. 39.604) policies and procedures.
3. Shall only offer respite childcare to TANF clients who require emergency childcare.
4. Shall serve Economically Disadvantaged and CCEP participants, on a funds available basis, in accordance with the most up-to-date Coalition Prioritization of Service Levels.
5. Shall maintain accurate and current client information, which is updated on a weekly basis. The Coalition and/or OEL (Office of Early Learning) shall monitor the status of children's eligibility from on-site record reviews and from ad hoc reports obtained from the contractor's client information system. The contractor shall maintain sufficient records to verify that client eligibility was determined in accordance with Coalition and/or OEL requirements.
6. Shall acknowledge, in case of a dispute regarding School Readiness eligibility and enrollment that the final determination of eligibility will be made by the Coalition.
7. Shall conduct eligibility re-determination in accordance with CareerSource or DCF requirements and for Economically Disadvantaged and CCEP per OEL rules.
8. Shall allow for informed "parental choice" decisions related to the selection of a childcare provider.
9. Shall notify applicants or clients at all contact points of the right to a review in cases of a determination of ineligibility for services or termination, suspension, or reduction in services.
10. Shall ensure due process following contractor procedures for reviewing the cases of clients who request this review.
11. Shall notify parents/guardians that should they prefer a childcare provider whose private pay rate paid by the general public exceeds the Coalition approved reimbursement, the parent will be responsible for the difference between the provider's private rate and the Coalition approved reimbursement rate. Parents shall also be notified that payment of their Coalition assessed parent fee is a requirement of the program and that failure to pay the parent fee may result in termination from the School Readiness program.
12. Shall negotiate the childcare rate for special needs children using Coalition rate schedules as a guideline. Rates negotiated for special needs children shall not exceed twenty percent (20%) above the infant rate, based on provider type and the child's IEP, EIP, 504 Plan, or FSP (Family Support Plan), and observation by Inclusion Specialist that modifications are being made. The contractor is responsible for submitting rate documentation to the Coalition when requesting the monthly reimbursement.
13. Shall provide parents with information regarding relevant service organizations. Referrals will be made by staff, as necessary, and will also be documented and accessible for review.
14. Shall perform developmental screenings [in accordance with 6M-4,.720(2)(e), (f)2., and (3), F.A.C. regarding establishing a screening tool, parental notification of results, and coordinating with parents/providers for subsequent screenings] for all children aged six weeks to age of kindergarten eligibility who are receiving School Readiness services, within forty-five (45) calendar days of **program entry**. And shall establish and implement an appropriate referral process for children with identified delays, suspected disabilities or special health care needs. Such screening shall not be a requirement of entry into the SR.
15. Shall perform developmental screenings for all children aged six weeks to age of kindergarten eligibility who are receiving School Readiness services **annually** in the month of the child's birthday, unless the enrollment screening has been done within the same time period. All screening score data is entered into an electronic tracking system within 60 calendar days of the screening administration.
16. Shall allow, as permitted by law, and subject to confidentiality restraints, access and monitoring of its records for any purpose by the State, OEL, Coalition, Coalition committees, or its representatives.
17. Shall satisfy all provisions for CCR&R services.
18. Shall be responsible for the provision and/or the coordination of health services screenings, to include referrals, for all children birth through five, which may include but not limited to

- hearing, vision, dental, mental health, motor development, and speech and language for children on an "as needed" basis, except those served in school-based programs.
19. Shall ensure that KidCare information is made readily available to families at community events and at intake.
 20. Shall maintain hyperlinks on their websites with the web addresses for the Family Portal and Provider Portal as designated by OEL. And shall maintain and utilize the Wait List per State requirements, and check the Wait List/Family Portal at least weekly for any items needing processing. All SR and VPK applications must be processed. Review documentation submitted for initial applications and revalidations (every 6 months) as designated by OEL.
 21. Provide space for the Windows NT server for the Coalition's database.
 22. Allow Coalition access to the server from at least one site in each county deemed necessary.
 23. Provide daily back-up of the Coalition data, until such time that this is accomplished by Web-EFS/SSIS.
 24. Download and install all releases to the EFS/SSIS system including delivery to users.
 25. Will adhere to the Coalition's I.T. policies, where applicable.
 26. Provide basic network support to all users upon request.
 27. Shall supply all data or reports necessary to comply with the following Administration for Children and Families (ACF) reporting requirements for school readiness programs: ACF-800, ACF-801, ACF-696, ACF-400 and data requirements as defined by OEL. The Contractor shall submit any data necessary for ad-hoc report upon request. All reports shall comply to the timeline, content, format, and standard codes specified by OEL.

B. LOCAL MATCH AND GRANT MANAGEMENT

THE CONTRACTOR:

1. Shall be responsible for actively soliciting and obtaining match funds in the amount of 6% on the Economically Disadvantaged funding category. Contractor shall prepare matching funds grant applications for the United Way and Board of County Commissioners funding and the CCEP grant application for Florida Office of Early Learning.
2. Shall actively pursue new sources of revenue for the Coalition in the form of grants, donations, and partnerships.
3. Shall be required to utilize match funds efficiently and in the most cost-effective manner and will be responsible for any inconsistencies in match funds usage.
4. Shall be required to abide by all requirements as stated in each county's County Board of County Commissioners (BCC) contract and the United Way (UW) contracts or any other new contracts for match funding.
5. Shall be required to report match on a monthly basis as prescribed by OEL (OEL Fiscal Guidance 10.02).

C. RESOURCE MANAGEMENT

Pursuant to the Request for Proposal and the Contractor's signed response, and the fact that this contract is **upon a cost-reimbursement method of payment**, the CONTRACTOR shall be fiscally responsible pursuant to the following:

1. **BUDGET SURPLUS/DEFICIT:** The Contractor shall serve no fewer than **3,800** children with the **slot dollars** provided under this contract, unless the available School Readiness grant funding would not financially provide for all **3,800 slots**. Regardless of the total amount of funding for slots, the Coalition (through its Sub-Contractors) will ensure that no less than **78%** of School Readiness grant funds will be used for slot funding (excluding CCEP which is subject to a minimum expenditure of 81% on direct services). The slot funding will be expended within 1.5% under and 0% over the contracted budget amount, with the understanding that the goal is to use 0.75% under. The CONTRACTOR further agrees that reimbursements under this contract shall be up to, and are capped at the total budgeted amount of funding for direct childcare **slot funding** which is **\$12,244,762** to include all childcare cost centers, Gold Seal payments (if applicable), and CCEP (if applicable) and "Contracted Slots" (if applicable). This funding is

inclusive of the annual OEL School Readiness Grant Award that does not include local match funds, and is **based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly. Gold Seal payments are subject to adjustments due to budget constraints.** Additionally, the Contractor shall be responsible for actively soliciting and obtaining match funds in the amount of up to an amount equal to 6% for the Economically Disadvantaged (BG 8) funding category for children in School Readiness Programs to be used only for slots, except when a match waiver is available and the contractor has shown a good faith effort to raise the 6% Economically Disadvantaged match.

Accordingly, the COALITION shall not be required to reimburse the CONTRACTOR for any expenses in excess of the total budgeted amount of funding as indicated above, unless the State offers funds, in advance, to the Coalition to cover this budget over usage, and this offer is accepted jointly by the COALITION and CONTRACTOR. If the CONTRACTOR exceeds the budgeted amount, they shall still be required to meet their financial obligations to all subcontractors and/or childcare providers as set forth in the voucher agreements/ subcontracts and rate agreements. Pursuant to these requirements, the: CONTRACTOR shall successfully manage the direct child care utilization including tracking the number of children served by child, age, identification number, location of services, and by funding stream, from entry until exit from services.

2. The Contractor shall submit a monthly statistical report, currently titled "School Readiness Slot Utilization and Projection Report" by the **20th** of the following month of service, reflecting the monthly and collective total of projected and actual slot utilization and expenditures to date. CONTRACTOR shall monitor and manage utilization of contract funds in an effective and efficient manner. Upon notification by OEL, or at the Coalition's sole discretion, the COALITION can amend the contract dollar amount for childcare slot funding.
3. CONTRACTOR shall effectively conduct financial analyses, including trend analysis, make accurate forecasts, projections, and provide monthly utilization management plan recommendations for approval by the COALITION. The COALITION shall be given notice prior to the CONTRACTOR disenrolling any children and notice prior to stopping new enrollments of any Category A or B Priority children. Additionally, the Coalition will be provided the opportunity to explore other methods for resolving utilization issues. The Coalition has an approved Disenrollment Policy and Procedure, and the CONTRACTOR shall abide by the provisions of that document. The Contractor shall not disenroll any group of students prior to consulting with the Coalition and representatives from OEL.

D. PROVIDER SERVICES / EDUCATION

THE CONTRACTOR:

1. Shall be responsible for initiating the Florida Safe Families Network (FSFN) records check for all informal childcare providers at <http://www.myflfamilies.com/service-programs/abuse-hotline/report-online>.
2. Shall make accurate payments to providers on a timely basis, as set forth in their agreements and in conjunction with the Coalition approved reimbursement rates and Parent Fee Schedule, or will notify them in a timely manner if payments are held up.
3. Shall be responsible for negotiating fixed rates with Providers. Rates negotiated by the Provider may not exceed rates paid by the general public, nor shall rates exceed the Coalition's established rate schedules. Payments to Gold Seal providers must follow the guidelines established by the State and OEL, and are subject to adjustments due to budget constraints.
4. Shall make every effort to accommodate any requests for EFT payment to providers, if available.
5. Shall administer and maintain subcontracts with providers for childcare provision, on behalf of the Coalition, and shall monitor all providers using the OEL Statewide Contract Monitoring

Tool, Tier 1 Form; and the OEL prescribed sample of on-site monitoring using the Tier 2 Form.

6. Shall monitor all informal providers at least annually, for the purpose of observing (at a minimum) compliance with F.S. (Sections 1002.81 through 1002.97), and will verify DCF 6-hour training certification.
7. Shall ensure that all after school programs, for school-age children only, have an environment that is compliant with F.S. (Sections 1002.81 through 1002.97).
8. Shall recruit providers of quality early learning services.
9. Shall conduct on-site assessment and monitoring visits to ensure quality early learning services. Contractor will submit reports to the Coalition regarding non-compliant Service Providers and make recommendations regarding continuation of their provisions for childcare.
10. Shall supply technical assistance to validate program activities to support developmentally appropriate practices and learning environments, character development activities, to ensure healthful and safe School Readiness environments and supply activities/services and resources that promote the enhancement of quality in the early learning setting and promote effective teaching strategies.
11. Shall conduct attendance audits of 100% of service providers annually using the Tier 1 Form, and the prescribed sample of on-site monitoring using the Tier 2 Form to help ensure that services, which have been authorized and for which payment has been made, were actually performed. The Contractor shall establish a five (5) year records retention requirement for sign-in and sign-out records for all SR services. The Contractor may not alter or amend attendance records after December 31 of the subsequent fiscal year.
12. Shall maintain provider files on an on-going basis.
13. Annual monitoring by the contractor will be conducted as applicable, or more frequently as authorized by the Coalition if the provider fails to achieve the minimum acceptable level of compliance. The Contractor will require providers that are noncompliant with the provider contract, based on the Contractor's monitoring, to complete a corrective action plan. In the case that a provider does not correct deficiencies according to policy, the Contractor will report such providers to the Coalition. In the case that it is a health and safety violation, the Contractor will comply with the enforcement procedures outlined with the Statewide Provider Contract for the School Readiness program, Rule 6M-4.610 and 4.620, F.A.C.
14. Shall develop or make available all material for family training in the following areas: Parental skill-building, health and nutrition services, effective life management skills and acquisition and use of literacy skills, coordinate a minimum of ten (10) workshops in a 12-month period, produce and/or distribute a quarterly newsletter.
15. Shall participate in community wide events promoting School Readiness and childcare awareness and participate in community wide assessments relating to early care and services issues.
16. Shall attend state meetings, trainings and conference calls as appropriate and as funding permits to stay abreast of rules, regulations, policies and best practices.
17. Shall host and/or sponsor a minimum of one community-wide event and conduct community wide assessments (within budget constraints) on behalf of the Coalition relating to early learning and childcare awareness.

E. REPORTS

The COALITION shall determine what constitutes an acceptable report and its determinations shall be conclusive. The contractor shall ensure that it has satisfied all federal, state, Coalition and other funding reporting requirements. Reports are subject to change by the Coalition.

THE CONTRACTOR shall submit:

1. As requested by the Coalition, any required Plan update reports.
2. Timely and accurate monthly "School Readiness Invoices" in a manner directed by the Coalition for early learning services, due by the **15th** of the month following services.

3. CCMS-EFS/SSIS reports and data sufficient to generate invoices on a monthly basis to the Coalition's school-based providers.
4. A monthly primary School Readiness services contractor management report, currently titled "Service Provider Snapshot Report", to be delivered by the **21st** of the month following services, in a format as directed by the Coalition. This report shall include such details as: number of children on Wait List by age group for current month, previous month, and year-to-date average; infant/toddler and inclusion activities; children screened to include percentages for monthly and year-to-date and total number screened; number of recommended referrals, actual children referred with parental consent for current month and year-to-date; provider assessments to include the total number of providers projected for the contract period; and CCR&R consumer complaints.
5. "Cumulative Financial Statements" to be delivered as requested, in a format as directed by the Coalition.
6. Annual "Contractor's Independent Audit" to include Contractor's Program Specific Audit, **within thirty (30) calendar days of its receipt by the contractor and no later than October 31, 2017**. In addition, prior to the actual audit, the Contractor will submit their Audit Plan, including descriptions of processes and timelines, to the Coalition by **July 20, 2017**.
7. "Inventory Report of all Non-Expendable Property" either transferred, purchased, or leased under this contract, by **July 1, 2017** in compliance with Section 274, F.S. - Tangible Personal Property). In addition, Pursuant to 2 CFR §200.302, *Financial management*, and instructions noted in the FDOE Green Book, the Contractor must demonstrate effective control over and accountability for all property and other assets. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The Contractor should have a written policy on how these items will be tracked, accounted for and safeguarded.
8. EFS/SSIS invoice back-up data for early learning services to OEL by the **15th** of the following month in a format as directed by OEL. The CONTRACTOR shall use the most up-to-date Network Standard User Codes, when compiling data and all reports shall comply with such standardized code tables.
9. "OEL Match Reports", submitted with the invoice, by the **15th** of the following month in a format as directed by OEL.
10. Monthly OEL/T.A.P.P. new student and student update reports, due by the **15th** of the following month, to be submitted with the School Readiness Invoices.
11. Quarterly Provider Newsletters, to include the schedule of provider meetings (for the following quarter), by **July 20, 2017, October 20, 2017; January 20, 2018; and April 20, 2018**.
12. Quarterly Provider Training Calendars will be available on the Contractor's website for review by **July 1, 2017; October 1, 2017; January 1, 2018; and April 1, 2018**.
13. Any ad hoc reports, as requested by the Coalition. The contractor shall maintain all records in such a manner that any ad hoc reports may be generated in a timely manner.

III. SCOPE OF SERVICES TASKS - Child Care Resource and Referral

A. General Statement: General Statement: The purpose of this Contract is to administratively coordinate the statewide Child Care Resource and Referral Network, created pursuant to Section 402.27, Florida Statutes, for the service delivery area of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, FL.

B. Scope of Services: The Contractor shall agree to provide services, per OEL CCR&R Program Requirements, as follows:

1. To provide quality CCR&R services to all families (without regard to socioeconomic status) including, but not limited to, identification of all provider options, information on and assistance

in locating a childcare provider that meets the family's specific needs, and information regarding financial subsidies or related family support services.

2. To maintain a comprehensive database of all legally operating childcare providers available in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties.
3. To provide technical assistance to existing and potential childcare providers including information on initiating new services, local zoning and governmental requirements, program and budget development, information on training and technical assistance opportunities, and information on other assistance as requested.
4. To refer local childcare providers to the provider of services for the inclusion of children with disabilities and special health care needs.
5. To assist local Coalitions in assessing community needs and planning for resource development by providing supply and demand information/data regarding CCR&R services in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, including, but not limited to, analysis of referral calls, provider surveys, economic and population data, and other relevant information.
6. To develop collaborative methodologies with public and private community agencies and groups to expand the supply of both quality childcare providers and programs.
7. To provide assistance to the business/employer community with employees requiring CCR&R assistance and to promote the involvement and support of the business/employer community in expanding the availability, affordability, and quality of childcare services, by educating, encouraging, and recruiting participation in the Child Care Executive Partnership program.
8. To promote the awareness and use of CCR&R services through the planning and implementation of local community outreach, initiatives, and activities.
9. To promote and support professional development of Contractor staff to ensure the provision of high quality CCR&R services.
10. To submit any data or reports necessary for the administration of the CCR&R program according to the requirements established by OEL. All reports shall conform to the timeline, content, format, and standard codes specified by OEL.

C. Methodology: The Contractor will perform the above Scope of Services by performing the following tasks:

1. Provide all services, at a minimum, from 8 AM to 5 PM on weekdays excluding Contractor specific holidays per **Attachment 8** to the Primary Early Learning Services contract.
2. Offer services to all families either by phone, in person, or by Contractor website, and be willing to use the Florida Relay TDD system, as requested. Contractor will provide services or have access to assistance for services with families who speak languages other than English.
3. If families request CCR&R services in person, appointments are available, but walk-ins will be accommodated after serving appointments and phone-in customers. Walk-in hours are posted. The Contractor will provide a family friendly waiting room/reception area with an activity area for children or portable children's toys/materials for each staff member's office.
4. If families request services by phone, a toll-free or local number will be provided 24 hours a day, 365 days a year. Customers must be able to receive staff assistance during open business hours. After regular business hours or whenever customers direct themselves to voice-mail, a message identifying the CCR&R Contractor, open hours of phone or in-person services, and option to leave a message for staff is available. All CCR&R calls must be returned within three (3) business days. Additionally, CCR&R services must be listed on the Contractor's website and one other venue.
5. The Contractor must maintain current contact information on the Single Point of Entry (SPE) website, and a website detailing CCR&R services and providing links to the CCR&R network, Florida Office of Early Learning or other similar Government authority, and the Coalition. All staff must have internet access and the Family Service Coordinator must have an e-mail address. The Family Service Coordinator will provide all staff with up-to-date information on CCR&R services.
6. Enter required information into the most up-to-date CCR&R Network customer database for all families seeking assistance before generating referrals. When database access is down either temporarily or long-term, provisions must be made for the transfer of families seeking information to other facilities, which can provide the requested information.

7. Provide a minimum of five unbiased, computer generated, referrals, based on family circumstances and preferences, unless fewer than five are available. Within six (6) business days, any family receiving a referral must also be provided with an informational packet to include contractor contact and information literature on other childcare topics. CCR&R staff will record requests for other information and resources into the Single Statewide Information System (SSIS).
8. Maintain an up-to-date directory of community services and assist families on crisis calls/situations utilizing 211 where appropriate. Offer information and access to consumer education, financial assistance programs and community resources.
9. Collaborate with applicable county agencies to promote awareness of the Coalition's Family Portal.
10. Provide sufficiently oriented and trained CCR&R Family Specialist and Family Service Coordinators for the provision of quality CCR&R services. All staff must complete Level 1 and Level 2 Evaluations in a timely manner. CCR&R Specialists must complete the Level 1 evaluation within four (4) months of employment in the position. CCR&R Coordinators and designated trainers must achieve Coordinator Certification within four (4) months of employment in the position. Contractor must adhere to the OEL CCR&R Network requirement to send staff to required CCR&R Network trainings. Designated CCR&R staff shall participate in conference calls, webinar training, regional training, and conferences as funds permit. Contractor must submit an annual CCR&R Staffing List by **July 15, 2017** and within thirty (30) calendar days of staffing changes.
11. Maintain a file with up-to-date information on local and state provider laws and regulation changes. Coordinate with Department of Children and Families licensing or local licensing agency for receipt of the latest licensing reports of new and closed childcare providers on a quarterly basis. Meet with licensing staff semi-annually to discuss licensing issues relative to CCR&R.
12. Ensure, on a monthly basis, that all legally operating early learning and school-age child care providers in the Coalition's service area are included in the Single Statewide Information Systems (SSIS). Childcare provider databases will be updated annually, and the updates will be completed by the last business day in May of the current fiscal/contract year. Information on CCR&R services and other related activities will be given to childcare providers quarterly.
13. Verify all legally operating provider information is up-to-date in their service area in accordance with Rule 6M-9.300 within the single statewide information system. Enter all information into the most up-to-date CCR&R Network database for all legally operating childcare providers within 30 days of receiving information. The request for updated information begins June 1. New providers and potential providers will be sent informational packets to include contractor contact and information literature on childcare topics applicable to the provider's situation.
14. Include the following statement on the website and in information packets:
"There are no charges/fees associated with a provider listing in the Child Care Resource & Referral Database or for referrals to your program. If you are asked to provide a payment for a referral or for a listing in the CCR&R Database, please call Florida Office of Early Learning at 1-866-357-3239. The information reported about a provider's program is objective program information that is based on standards that are attainable for providers based on their type of care."
15. Per CCR&R Requirements, report all Childcare Resource and Referral Consumer Complaints to include: the number of complaints received for both counties for each month and year-to-date, as well as the number of resolutions of any reported complaint. This report is due the **21st** of the month following the month being reported on (as part of the Service Provider "Snapshot" Report). Should a complaint be received, a detailed report of the complaint and resolution will accompany the Snapshot report.
16. Develop an annual "Accessibility Report" to be submitted to the Coalition by **the last business day in August of each year**, and provide a minimum of two public awareness and two provider recruitment activities by contract ending date, as well as address community needs in reference to Child Care Resource and Referral.
17. Provide monthly data on CCR&R services in a written format as identified to the appropriate committees or the Coalition upon request.
18. Provide reports in a written format as identified to the appropriate committees, the Coalition, and the State of Florida, to include all standardized CCR&R Network Reports.

19. Provide annual reports in a written format as identified to the appropriate committees, the Coalition, and the State of Florida, to include all standardized CCR&R Network Reports, such as the "CCR&R Quality Assurance Assessment Roll-up Report", by **July 20, 2018**.
20. Submit to fiscal and programmatic monitoring in the performance of this contract per requirements of the Primary Early Learning Services contract or the CCR&R Program Requirements, per the OEL CCR&R Network, whichever is applicable.
21. If budget allows, maintain current membership status with Child Care Aware of America.
22. Provide a staff person to serve as the School Age contact and disseminate information, as requested, on training, best practices, and resources to providers of school age children.

D. Fiscal Monitoring: The Coalition will monitor expenditure of funds provided under this Contract by the Contractor through:

1. Monthly desk reviews of Contractor's invoices;
2. Review of the Contractor's annual fiscal report; and
3. An onsite review of the documentation of costs associated with the activities performed under this Contract.

E. Collaboration: The Contractor shall collaborate with the Coalition or its committees on the services planned and delivered under this Contract. Such collaboration will include ongoing communications regarding the activities and progress towards stated goals in the manner agreed upon by the Coalition and the Contractor.

IV. SCOPE OF SERVICES TASKS – Quality Initiative

A. General Statement: The purpose of this Contract is to support initiatives designed to enhance the quality of childcare services to children and families through funding from the Child Care Development Fund of the U.S. Department of Health and Human Services.

B. Scope of Services: The Contractor shall implement the Coalition's Plan for Quality Activities and Services and Professional Development Plan. The professional development support activities are defined by OEL's approved CCDF State Plan. The Coalition's Plan shall be incorporated by reference herein and made a part of this Contract.

C. Major Program Goals: The major program goals for this Contract are defined in the above mentioned Quality Activities and Services section and the Professional Development Plan section of the Coalition Plan.

D. Management of Quality Initiative Services: Funding under this Contract is contingent upon, the Contractor performing services consistent with the Coalition's Plans for Quality Activities and Professional Development. The Coalition will provide comprehensive fiscal and programmatic monitoring of the Contractor's performance under this Contract.

E. Fiscal Monitoring: The Coalition will monitor expenditure of funds provided under this Contract by the Contractor through:

1. Monthly desk reviews of Contractor's invoices;
2. Review of the Contractor's cumulative fiscal reports; and
3. An onsite review of the documentation of costs associated with the activities performed under this Contract.

F. Collaboration: The Contractor shall collaborate with the Coalition on the Quality Initiative activities planned and delivered under this Contract. Such collaboration will include ongoing

communications regarding the activities and progress towards stated goals in the manner agreed upon by the Coalition and the Contractor.

The Contractor will administer the **United Way of Northeast Florida's Success By Six** program for the Coalition. This will include partnering with the United Way to suggest potential providers, recruiting program participants and determining their eligibility for the Success by Six program, as well as billing United Way for direct services costs and reimbursing providers for direct services.

The Contractor will administer **OEL's Performance Funding Pilot Project Contract with the Coalition** (OEL Contract #PP616 for 15/16) which is incorporated by reference as if set forth in its entirety herein except that to the extent that any terms or conditions as provided for under the Pilot Project Contract conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. Administering OEL's Performance Funding Pilot Project will include providing Classroom Assessment Scoring System (CLASS) observation-based assessments to all participating providers and Making the Most of Classroom Interactions (MMCI) training to providers assigned to the pilot group. The Contractor will also perform administrative/project management tasks in support of the Early Learning Performance Funding Pilot Project. The Contractor will be reimbursed for OEL's Performance Funding Pilot Project based on the Coalition's reimbursement from the University of Florida. **NOTE:** This is a contract that OEL has entered into with the University of Florida. The Coalition, in turn, has submitted vendor documentation for ECS to be reimbursed for this project.

The Contractor will administer **OEL's Early Learning Florida Contract** [in cooperation with The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning ("University")] **with the Coalition** which is incorporated by reference as if set forth in its entirety herein except that to the extent that any terms or conditions as provided for under the Early Learning Florida Contracts conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. The Contractor will perform the services described within each contract's defined scope of services. The Contractor will be reimbursed based on the payment schedules and terms and conditions as set forth within each contract.

G. Deliverables:

Reports - The Contractor shall complete and submit the following reports of Quality Initiative activities.

1. Monthly Expenditure Report / Request for Reimbursement – This report is due within **15** calendar days following the month being reported. The Provider shall utilize the invoice forms required by OEL and sufficient backup detailing expenditures.
2. Program Activity Reports to include:
 - a.) A report of Provider Assessments due the **21st** of the month following the month being reported on (as part of the Service Provider "Snapshot" Report), to include: the established baseline number for the year, total number of providers required to be assessed with one or more Coalition approved tool for the current fiscal year, total number of providers that have been assessed with one or more tools year-to-date, year-to-date percentage of assessments that have been completed, their scores, and a separate section for Provider Observation Checklist numbers and scores.
 - b.) A monthly summary of Contractor's activities by Quality Initiative Program Identifier to include information such as the number of trainings held, number of participants, technical assistance, etc. (included on the monthly "Service Provider Snapshot Report"). This data should support the objectives and intended outcomes for the program.
 - c.) A narrative report, as needed, explaining any barriers with the progress of a Quality Initiative activity, as outlined in the Coalition Plan, as well as proposed solutions.
 - d.) An annual Professional Development Plan, due **July 20, 2017**.
 - e.) A semiannual report of Quality Purchases Tracking of Program Supplies due by **January 20, 2018** and **July 20, 2018**.

H. Method of Payment: The Coalition shall pay the Contractor for the delivery of service, as provided in its primary services contract, an amount that is included in the total amount of the Primary Early Learning Services Contract.

I. Definitions:

Quality Initiative – A model training and technical assistance system of OEL, and coordinated by the Contractor, designed to support the continuous improvement of Coalitions and their School Readiness programs as the Coalitions work to provide high quality and effective services to children and families.

Coalition - The local early learning coalition(s) created pursuant to Sections 1002.83, Florida Statutes, and responsible for early learning/School Readiness programs in the geographic region served by the Provider.

Coalition Plan – OEL approved Early Learning Coalition Plan for the Early Learning Coalition of North Florida.

Quality Initiative Program Identifier - The component title of a Quality Initiative activity detailed in the Coalition Plan whereby funds are expended to support quality expansion or improvement activities within the geographic service area of a Coalition.

Service Delivery Area – The geographic area in which the Contractor will provide services under this Contract. For the purposes of this Contract, the Service Delivery Area is comprised of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties.

V. SCOPE OF SERVICES - Inclusion Services

A. General Statement: The purpose of this Contract is to coordinate the statewide effort on Inclusion, for the service delivery area of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, FL.

B. Scope of Services: The Contractor shall agree to provide services, per OEL CCR&R Program Requirements, as follows:

1. To provide information, training, and technical assistance to local childcare providers on the inclusion of children with disabilities and special needs.
2. To develop collaborative methodologies with public and private community agencies and groups to expand the support of inclusion services.
3. To submit any data or reports necessary for the administration of the Inclusion/Warm-Line program according to the requirements established by OEL. The Contractor shall submit data necessary for ad-hoc reports upon request. All reports shall conform to the timeline, content, format, and standard codes specified by OEL.
4. To designate and provide an Inclusion/Warm-Line staff person who is responsible for completing the Inclusion/Warm-Line activities and reporting requirements. Inclusion/Warm-Line staff shall participate in conference calls, webinars, regional trainings, and conferences as funds permit.

C. Methodology: The Contractor will perform the above Scope of Services by performing the following tasks:

1. Participates in the Statewide Inclusion Initiative.
2. Operates a local or toll-free "Warm Line" for providers to access information, training, and technical assistance on the inclusion of children with disabilities and special health care needs. The "warm Line" will operate 24 hours a day, 365 days a year. Whenever providers direct

themselves to voice-mail, a message identifying the Inclusion Contractor, services provided, and an option to leave a message for staff is available.

3. The Contractor must maintain a website detailing Inclusion services and providing links to the Statewide Inclusion Initiative, OEL or other similar Government authority, and the Coalition.
4. Provide sufficiently oriented and trained Inclusion personnel for the provision of quality Inclusion services. Contractor must send all staff to required Inclusion trainings.
5. Provide monthly data on Inclusion services in a written format as identified to the appropriate committees or the Coalition as part of the monthly Service Provider Snapshot Report.
6. Provide Quarterly Reports in a written format as identified to the appropriate committees, the Coalition, and the state of Florida, to include all standardized CCR&R Network Reports, such as the "Inclusion Activity Log", the "Inclusion Narrative Report", by **October 20, 2017; January 20, 2018; April 20, 2018; and July 20, 2018.**
7. Submit to fiscal and programmatic monitoring in the performance of this contract per requirements of the Primary Early Learning Services contract or the CCR&R Program Requirements, per OEL, whichever is applicable.
8. If budget allows, maintain current membership status with Child Care Aware of America.

D. Fiscal Monitoring: The Coalition will monitor expenditure of funds provided under this Contract by the Contractor through:

1. Monthly desk reviews of Contractor's invoices;
2. Review of the Contractor's annual fiscal report; and
3. An onsite review of the documentation of costs associated with the activities performed under this Contract.

E. Collaboration: The Contractor shall collaborate with the Coalition and/or its committees on the services planned and delivered under this Contract. Such collaboration will include ongoing communications regarding the activities and progress towards stated goals in the manner agreed upon by the Coalition and the Contractor.

VI. METHODOLOGY

The CONTRACTOR will be responsible for the provision of services as outlined in Scope of Service Tasks sections of this contract. The CONTRACTOR will staff their offices at a location in each county and any outlying offices as stated in the CONTRACTOR'S response to the RFP as required to fulfill the scope of services, herein after known as the worksite address. Staff will receive the support and assistance of the Contractor's directors, and other administrative support. The location of the main community child care coordinating agency office, satellite offices, and out posted staff location shall be approved by the Coalition and shall be related to the needs of the clients served under this contract. If the contractor changes location of offices, the Coalition must be notified in writing thirty (30) calendar days prior to relocation.

The CONTRACTOR:

1. Shall supervise the activities conducted by its staff.
2. Shall maintain sufficient staff and ensure that qualifications of staff should match those presented in the contractor's response to the Request for Proposal and the current contract. Changes, deletions, and corrections shall be submitted in conjunction with the current contract and any renewal contracts.
3. Shall submit a quarterly "Staffing Allocation Report" by **July 20, 2017; October 20, 2017; January 20, 2018; and April 20, 2018;** and an e-mail notification **within 30 calendar days of changes** in management staff positions funded by the contract, changes in contractor organization, and substantial transfer of duties within existing position descriptions. In addition, the Contractor will notify the Coalition **within five (5) business days** of any change in key personnel positions. Key personnel positions include the C.E.O.,

- Director of Program Operations or the Finance Officer. The Staffing Allocation Report will be ran (by Contractor staff) the first pay period of each quarter in which the following dates would be included; **July 1, October 1, January 1, and April 1** of each year. The report will also list the exact beginning and ending dates of the pay period represented.
4. Shall ensure that both paid and volunteer staff who, as part of their duties and responsibilities, have contact with children 10 hours per month or more, must submit to a local and state criminal records check and be cleared before working in a child care setting in accordance with s. 435.03 and 435.04, F.S. as applicable. The Contractor shall arrange and pay the costs for all background screenings.
 5. Shall maintain ongoing communication with the Director of the Workforce Development One Stop Centers to maintain an offering of services to the Workforce Development clients in each County for the benefit of all families in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties. Staffing levels must include on-site staff for the One Stop Center (if applicable) and, in addition, have staff available by phone, computer or other electronic means.
 6. Shall maintain open offices Monday through Friday, excluding Contractor holidays per **Attachment 8**, from 8:00 a.m. to 5:00 p.m. in the building in which the office is located. CONTRACTOR will notify the Coalition in writing if these conditions change, and alternative hours of service delivery shall be negotiated and approved by the Coalition.
 7. Shall ensure that all non-expendable property (as identified in 45 CFR Part 74, Section 1002.84(11), F. S., Chapter 274, F. S., Rule 69I-73 FAC, and OEL Fiscal Guidance 240.02) is properly cared for, inventoried, and accounted for, on behalf of the Coalition, and per Coalition policies and procedures. Title and ownership to all non-expendable property acquired with funds from this contract and past Coalition contracts shall be vested in the Coalition upon completion or termination of the contract, unless otherwise authorized in writing by the Coalition. 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. At no time shall the contractor dispose of non-expendable property purchased under this contract except with the permission of, and in accordance with instructions from the Coalition. The contractor shall notify the coalition, in writing, immediately upon discovery, of any equipment loss with the dates and reasons for loss.
 8. Shall satisfy all provisions and reporting requirements for Quality Initiative Services as specified in and incorporated into this contract.
 9. Shall satisfy all provisions and reporting requirements for CCR&R Services as specified in and incorporated into this contract.
 10. Shall satisfy all provisions and reporting requirements for Inclusion Services as specified in and incorporated into this contract.
 11. Shall be responsible for and cooperative in incorporating OEL policies, information memorandums, rulings/rules, and procedures upon receipt from the Coalition and/or OEL or other Governmental agency as requested.
 12. As a "Qualified Entity," shall register with F.D.L.E. and have all of its employees assigned to work on this contract screened in a manner consistent with Section 943.0542 F. S.
 13. Shall submit to the Coalition by **July 1** of each contract year **[and within ten (10) days of any new employee hired to work on this contract]**, a letter of verification listing all personnel assigned to work on this contract and that they have:
 - a. passed the level 2 background screening standards as set for in s. 435.04, F.S.,
 - b. the highest level of education claimed if required by the position,
 - c. all applicable professional licenses claimed, if required by the position,
 - d. applicable employment history, if required by the position, and
 - e. the CONTRACTOR has all of this documentation of verifications available upon request.
 14. Shall be sure that each employee's existing level 2 background screening:
 - a. is no more than five (5) years old,
 - b. is renewed before the anniversary date of the initial background screening check and every five (5) years thereafter, if the individual continues to perform under this contract,

- c. is redone/renewed if there is a ninety (90) calendar day lapse in employment under this contract, and that rescreening must be completed before assigning the employee to any work under this contract.
15. Shall require for each employee assigned to this contract to notify the Coalition within ten (10) days of being arrested for any criminal offense. The Contractor (and Coalition) 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 the contract. The Contractor will ensure that the employee will not return to work (assigned to this contract) until cleared of all charges.
 16. Shall ensure that for any volunteers who interact with children on an intermittent basis for less than 10 hours per month, they are not required to be background screened as long as a person who meets the background screening requirements of this agreement has the volunteer in his or her line of sight during any interaction with children.
 17. Shall ensure that for 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.

VII. METHOD OF PAYMENT

This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a **total dollar amount** up to and not to exceed **\$14,855,250**. This funding is inclusive of the annual OEL School Readiness Grant Award which does not include local match funds or CCEP, and is **based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly.** Up to and no more than **\$354,481** (97BBA) may be allocated to administrative expenditures. Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.

In addition, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of **OEL's Performance Funding Project Contract/OEL Grant Agreement with the Coalition** (OEL NOA #PP437) for a **total dollar amount** up to and not to exceed **\$241,107**. This funding is **exclusive** of the annual OEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the OEL Performance Funding Project Contract/OEL Grant Agreement.

AND, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of **OEL's Pay for Performance Contract** [in cooperation with The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning ("University")] **with the Coalition** for a **total dollar amount** up to and not to exceed **\$58,275**.

The Coalition shall pay the contractor on the basis of thirteen (13) invoices, the invoices being submitted to the Coalition no later than **15** calendar days following the end of the report period. Payment shall be made only for those expenditures incurred in the provision of eligible services to eligible children. All monthly payment requests shall be based on actual expenditure reports submitted to the Coalition beginning with the first month of this contract. The COALITION is not obligated to pay for costs incurred related to this contract prior to this contract's begin date or after the end date. Any balance of unobligated funds which has been advanced or paid to the CONTRACTOR must be refunded to the COALITION. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this agreement must be refunded to the COALITION. Expenditures will be itemized monthly in the format as approved by the Coalition, as required by the State of Florida. All expenditures submitted for reimbursement shall be reconciled to the Contractor's accounting system and supportive detail for all expenditures shall be maintained. Supportive detail shall include an audit trail linking all reimbursement transactions to the Contractor's general ledger and shall be

identified by appropriate program and OCA. The Coalition may monitor this agreement by validating invoices in relationship to services provided and reviewing records and contracts related to those invoices.

The Coalition will disperse a payment for School Readiness invoices within two (2) business days prior to provider payment deadline (20th of the month following the end of the report period) except as provided under law or contract, or unless funds are not available; in which case funds will be dispersed to the Contractor as soon as funds are available.

The Coalition will review the invoice and notify the contractor within three (3) business days if there are any errors or corrections needed. Any unforeseen payment issues will be discussed by parties' Finance Managers in order to ensure that providers are paid in a timely and effective manner.

Restriction of Expenditures: The Contractor agrees to submit reimbursement request invoices in accordance with the requirements of section 215.422, F.S., and F.A.C. rule 69I-40.002 (1) and in accordance with what is deemed allowable expenses per the Reference Guide for State Expenditures, as administered by Florida Department of Financial Services (DMS). When submitting reimbursement request invoices, the Contractor agrees to adhere to F.A.C. rule 69I-40.103 (restriction of expenditures), sections 110.1245(3), (4), (5), and section 110.503, F.S. (awards for employees and volunteer/board member recognition), section 216.345, F.S. (membership dues and licensing fees), and OMB 2 CFR § 200 Uniform Administrative Requirements.

Unallowable or prohibited expenditures

The State of Florida Reference Guide for State Expenditures, which includes all grant funds, prohibits, unless expressly provided by law, expenditures from program funds for the following items:

1. Congratulatory telegrams.
2. Flowers or telegraphic condolences.
3. Entertaining visiting dignitaries.
4. Refreshments such as coffee and doughnuts.
5. Decorative items (e.g., globes, statues, potted plants, picture frames).

Prohibited food and food-related costs

Except as otherwise provided by law, the ELC may not use state, federal 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.).

Travel and Entertainment

In addition, the Contractor agrees that entertainment costs are unallowable and all travel must be pre-approved by the Contractor's Board of Directors (for agency head and board members) and by the Contractor's agency head (for all employees). ALL TRAVEL is defined as both in-state (local and overnight) and all out-of-state travel, and such costs shall be reimbursed at the standard travel reimbursement rates established in section 112.061, F.S. and per the regulations of the Florida Department of Financial Services (http://www.myfloridacfo.com/Division/SFM/DOMSEC/documents/State_Travel_Manual_2011-01-15.pdf) and Florida Department of Education (<http://www.fldoe.org/core/fileparse.php/7604/urlit/0069770-travelmanual.pdf>). In addition, all out-of-state travel must be pre-approved by the Contractor's Board of Directors.

Allowable costs

In accounting for and expending contract funds, the Contractor may only charge expenditures to the contract/grant if they are – (a) in payment of obligations incurred during the approved contract/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 Contractor.

The Contractor agrees to expend no less than **85%** of the proposed 97INT funds on Infant and Toddler initiatives.

The CONTRACTOR, with prior permission from the Coalition, may realign the excess funds from childcare service cost centers into the quality cost center (97Q00) for use by the COALITION.

With prior permission from the Coalition, the CONTRACTOR may transfer budgeted dollar amounts between different funding categories (specified and approved) to ensure adequate funding for services. The Coalition will not approve any funding transfer requests that would result in percentage requirements or earmarked OCA's not meeting grant-funding requirements.

The COALITION agrees to provide support and cooperation in all aspects of the operation of its early learning programs and services. The budget submitted by the CONTRACTOR and approved by the COALITION during negotiation of the contract shall be maintained in the contract file of the COALITION for and monitoring purposes.

VIII. SAFEGUARDING INFORMATION, DATA, AND REPORTING SYSTEMS

The CONTRACTOR agrees to abide by all state and federal regulations with respect to confidentiality of recipient information and to adhere to all applicable requirements and restrictions of the Federal Privacy Act of 1974.

The CONTRACTOR will:

1. Use and maintain the single statewide information system that OEL established for managing the Wait List, tracking children's progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK Programs, tracking child attendance and streamlining provider administrative processes. Contractor will also establish a system administrator/IT security officer who shall be responsible for implementing the confidentiality provisions and securing the integrity of the data. It is strongly recommended that the system administrator and IT security officer be one in the same. Responsibilities include ensuring that the appropriate OEL-issued data confidentiality forms are properly executed for both internal and external users of any data system associated with the School Readiness and VPK program. In addition, the Contractor will designate at least one staff person as the Wait List system administrator. The Contractor will ensure that user accounts are managed at the local level and are held only by current staff members.
2. Adequately train staff in non-disclosure, per OEL Records Confidentiality Policy Number 1.02. Only staff properly trained will have access to the system (or OEL staff and qualified monitors).
3. Take steps to safeguard data and deter computer related crimes as defined in 815.02, F.S. The Contractor is responsible for ensuring the security and confidentiality of all data systems used to manage early learning program data, including proprietary and commercial off the shelf (COTS) software and any other software or tool used for this purpose. The Contractor, including its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any personal or mobile computing devices (e.g., laptops, thumb drives, hard drives, e-mail transmissions, 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.
4. Strictly adhere to guidelines from OEL on maintaining a secure and accurate database. Ensure that the most current release of each component of OEL Single Statewide Information System is fully implemented within thirty (30) calendar days of the release of any system changes, to record, maintain and report on early learning programs and services. Comply with all OEL standard codes definitions for all programs.

5. Shall provide OEL permanent access to any server the Contractor uses to locally host the statewide information system to meet data reporting requirements and access to information the Contractor maintains.
6. Comply with data correction requests or data cleansing activities as directed by OEL. Communicate any problems that arise during the use of the Single Statewide Information System, including enhancement requests, to OEL Single Statewide Information System design and maintenance contractor.
7. Communicate any changes made to the Contractor's software or hardware which may adversely affect the Coalition's ability to access information including, but not limited to changing the Internet Protocol (IP) address, changing the password, and configuring a firewall on the network. Any change must be communicated in writing to help.desk@oel.myflorida.com no less than 72 hours prior to the implementation of the change.
8. Participate in the weekly Single Statewide Information System (SSIS) conference calls, and maintain documentation (either printed copy or electronic files) to verify this participation (in person or by reviewing the minutes). This documentation must be available for review upon request.
9. Submit a "Policy and Internal Monitoring Plan" due no later than **August 15 of the first contract year** to ensure the accuracy of data, and subsequent changes to the policy will be submitted to the Coalition immediately.
10. Ensure that the Contractor's Information Systems Security policies and procedures will contain criteria and standards as set forth in OEL Policy 5.02, Information Systems Security Program Policy, section III.C., reflecting at a minimum: 4. security training and awareness, 10. contingency Planning, 12. identification and authentication, 14. Antivirus, 16. personnel security, 22. mobile computing, 25. remote access, 30. database security, 31. media management, and 32. password management.
11. The Contractor shall develop and implement Protocol 11, access control, except that in lieu of executing a data security agreement, the Contractor shall complete OEL Memorandum of Understanding and data security agreement as provided. The Contractor will maintain the completed data security agreement forms, and ensure the form is completed within seven (7) calendar days of the first day an employee has access to the data systems.
12. Participate in routine Single Statewide Information System data security reviews to ensure compliance with OEL Policy 5.02. The Contractor may participate in information security related training offered by OEL to satisfy the requirements of Policy 5.02, section III. C., protocol 4. Security Training and Awareness.
13. Ensure that all confidential information is protected and shall use a secure method for the electronic submission for all sensitive or confidential information. Any information security related breaches shall be reported in accordance with section 817.5681, Florida Statutes.
14. Comply with all standard codes and definitions for all Early Learning programs contained in the most current version of OEL's Child Care Management System (CCMS) Standard Codes documents.
15. Comply with any data analysis, definitions, and standardization activities required by OEL.
16. Shall verify and document, on a monthly basis, in OEL's statewide information system that it includes all legally-operating early learning providers within the Coalition's service area. OEL shall verify compliance with this requirement in two ways. First, OEL will compare data input into OEL's statewide information system to the data in the state or local licensing database. In the case of discrepancies between the databases, second, OEL will review notes the Contractor made in the statewide information system or a survey a provider submitted regarding reasons for the discrepancy. If the Contractor can provide justification for the discrepancy, the ELC/Contractor is in compliance with this requirement.
17. Shall verify and document, on a monthly basis, that the Contractor reconciled its financial records for child care provider payments between the Contractor's accounting system and the statewide information system. The Contractor shall reconcile within 60 days in arrears from the close of each monthly reporting period.
18. Agrees that by entering into this agreement, the Contractor will, whenever practicable, collect, transmit and store contract, program and project-related information in open and machine

readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, *Methods for collection, transmission and storage of information*.

IX. INDEPENDENT CAPACITY OF THE CONTRACTOR

The CONTRACTOR agrees to act in the capacity of an independent contractor, not as an employee of the Coalition. The CONTRACTOR, its officers, agents, employees, and subcontractors shall not represent to others that it has the authority to bind the Coalition unless specifically authorized in writing by the COALITION.

The CONTRACTOR shall be responsible for all applicable deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for their employees, and adhere to all applicable rules, laws, and regulations therein.

X. COMPLIANCE and FINANCIAL CONSEQUENCES

Compliance:

The CONTRACTOR shall comply with the requirements of all federal laws, state laws, local codes, and ordinances pertaining to this Agreement, and in particular, that it will comply with all of the laws, rules and regulations governing the use of the funds it is managing on behalf of the COALITION.

Financial Consequences:

The Contractor shall ensure 100% of the deliverables identified in "Scope of Contract" are performed pursuant to agreement requirements, and as described in all "Scope(s) of Service Tasks", "Scope(s) of Services", "Deliverables", and "Reports". Failure to correctly, completely, or adequately perform these major deliverables will trigger a financial consequence and the following actions will occur:

The Coalition will notify the Contractor 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 Contractor has 14 calendar days to submit a Corrective Action Plan (CAP) to the Coalition that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the Coalition.

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

The Coalition shall review the Contractor's CAP and provide approval or disapproval in writing to the Contractor within five (5) business days. If disapproving, the response from Coalition shall include details of the CAP deficiencies needing correction before the CAP can be approved.

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

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

Force Majeure:

Neither the Coalition nor the Contractor 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 Coalition or the Contractor 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 Coalition or the Contractor shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the Coalition or the Contractor's performance obligation under the agreement.

XI. ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as limitation on such other rights and remedies available to the parties under the laws that may now or in the future be applicable. The CONTRACTOR certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with the Department of Labor regulations at 29 CFR 98.

XII. SEVERABILITY

If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

XIII. MONITORING

Monitoring of the performance factors as outlined in Scope of Service Tasks sections of this contract, the Coalition plan, compliance with state, federal, and OEL regulations will be done at least quarterly. These activities may include, but are not limited to regular contact with sub-recipients, desk reviews, and site visits. If as a result of the monitoring, the services provided are deemed to be unsatisfactory, monitoring then will be done on a monthly basis until satisfaction is obtained. If satisfaction is not obtained after sixty (60) calendar days, CONTRACTOR can be terminated within thirty (30) calendar days with written notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

If, as a result of submission of the Contractor Expenditure Report, the COALITION determines that services are not being provided to the COALITION as indicated by financial spending itemizations, the Coalition has the right to request the CONTRACTOR realign their expenditures to reflect accurate accounts for their activities and performance.

XIV. PERFORMANCE

CONTRACTOR will participate in the Executive/Administrative Committee meetings and Coalition Board meetings, as scheduled, to report service activities, enrollment data, and to discuss slot, financial, and administrative issues.

If the CONTRACTOR is unable to meet their service tasks due to non-performance of another contract service provider, and is unable to negotiate a resolution with the other provider, the CONTRACTOR may file a "Non-Performance Notification". The "Non-Performance Notification" will be filed with the Executive/Administrative Committee. The Committee will review the notification and seek a negotiated resolution with the two parties. If the Committee is unable to negotiate a resolution, the Committee Chair will present the "Non Performance Notification", along with the Committee recommendation, to the Coalition Board.

The Coalition Board will make final determination of "Non Performance". Notice of "Non-Performance", shall be provided by written notice to the service provider. The contract shall be terminated per **Attachment 2**, Section II. B Termination, of the service provider's contract. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event of contract termination due to non-performance, the performance bond shall be forfeited in an Event of Default, or if a letter of credit is furnished, the COALITION shall be authorized to draw on the Letter of Credit in an Event of Default, to the extent that a default has caused actual damages. Should the Coalition allow reserve funding for an established CONTRACTOR, the reserve funding shall have equivalent requirements and limitations as that of a performance bond or letter of credit. An Event of Default shall mean the failure of CONTRACTOR to perform any of the material undertakings set forth in this CONTRACT, which failure is not cured within thirty (30) calendar days after written notice thereof by the COALITION specifying such failure, or within such other reasonable time period agreed to by both parties. In no event shall an Event of Default occur for any failure of performance by CONTRACTOR if such failure of performance is caused by or is the result of causes beyond the reasonable control of CONTRACTOR due to any occurrence commonly known as force majeure, including but not limited to acts of God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war. In the case of a force majeure delay, the Contractor shall notify the Coalition in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay. (Refer to Contract **Attachment 2**, Section I Contractor Assurances, GG. Performance Bond, for specific process details.)

XV. WAIVER

A waiver of any performance or breach by any one of the parties to this Agreement shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the same terms, covenants, and conditions of this Agreement. The payment or acceptance of funds for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XVI. COSTS

Either party will be entitled to recover all costs and attorneys' fees incurred due to any breach of this Agreement by the other party, including but not limited to costs and attorneys' fees associated with administrative hearings, court proceedings, and appellate proceedings.

XVII. SURVIVABILITY

Any term, condition, covenant, or obligation, which requires performance by either party subsequent to termination of this Agreement, will remain enforceable against such party subsequent to such termination.

XVIII. INSURANCE

The CONTRACTOR shall provide continuous adequate comprehensive and liability insurance, including, but not limited to, Commercial General Liability, Casualty Loss Insurance, Professional Liability, Employee Dishonesty, etc., during the existence of this contract and any renewal(s) and extension(s) of it. The Contractor will have and continuously maintain all other types of insurance as required by law. By execution of this contract, unless it is a State agency or subdivision as defined by subsection 768.28, F.S., the CONTRACTOR accepts full responsibility for securing adequate insurance as outlined in section K of Contractor Assurances, to provide reasonable financial protections for the CONTRACTOR, COALITION, and the clients to be served under this contract. Upon the execution of this contract, the CONTRACTOR shall furnish the COALITION with written verification supporting both the determination and existence of such insurance coverage. In accordance with 2 CFR 200.310, *Insurance Coverage*, the Contractor 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. Such

coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The COALITION reserves the right to require additional insurance as specified in this contract.

Each policy shall provide that the COALITION is listed as additional insured parties as to the actions of the CONTRACTOR, its employees, agents, assignees, and subcontractors, performing or providing materials and/or services to the COALITION during the performance of this Agreement. Every insurance policy must provide the COALITION with a thirty (30) calendar day prior written notice of intent not to renew, or reduction in the policy coverage. In the event that any of the coverage described above is canceled by the insurer for any reason, the Contractor shall immediately notify the Coalition of such cancellation and shall obtain replacement coverage acceptable to the Coalition and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. Proof of insurance - All insurance policies shall be with insurers qualified and doing business in Florida. The Coalition shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance. If Florida laws or statutes are contradictory with the provisions of this section or applicable sections contained herein, then the applicable Florida laws shall prevail.

XIX. CONTRACT IN ITS ENTIRETY

This writing including all Attachments and Exhibits for a total of **83 pages** embodies the entire Agreement and Understanding between the parties and there are no other Agreements and/or Understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. Without invalidating the Agreement, the COALITION reserves the right to, at any time or from time to time, enter into Modification Agreements. All additions, deletions, or revisions in the service shall be valid and enforceable only when evidenced by a written modification approved and executed by the COALITION and the CONTRACTOR. Similarly, no contract amendments which purports to affect the terms of this Agreement will be valid as it affects this Agreement, unless in writing and executed by the COALITION and the CONTRACTOR, unless otherwise authorized herein.

XX. CERTIFICATIONS (All documents to be submitted to the COALITION at contract signing)

Evidences Required:

- Comprehensive/Liability Insurance
- Workers' Compensation Insurance
- Motor Vehicle Insurance (if applicable)
- Bonding Insurance
- Resumes of All Management Staff

Attestations/Certifications Required (in order of location in contract):

- Clean Air and Water Acts [**page 2, item "a"**]
- Equal Employment Opportunity (E.E.O.) [**Page 3, item "d"**]
- Energy Efficiency [**Page 3, item "h"**]
- United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 [**Page 4, item "n"**]
- Trafficking Victims Protection Act of 2000 [**Page 4, item "o"**]
- Certification Regarding Environmental Tobacco Smoke–The Pro-Children Act of 2001 [**Page 5, item "p"**]
- DUNS number – Data Universal Numbering System (**Page 6, item "t"**)
- System for Award Management (SAM) (**Page 6, item "t"**)
- Certification Regarding Lobbying (**Attachment 3**)
- Debarment and Suspension Certification (**Attachment 4**)
- Drug Free Workplace Certification (**Attachment 5**)
- Assurances – Non-Construction Program (Non-Discrimination, Davis Bacon Act, Environmental Standards Statements) (**Attachment 15, A**)
- Certification Regarding Convicted Vendor List and Discriminatory Vendor List (**Attachment 15, B**)
- Unauthorized Aliens Statement (**Attachment 15, C**)
- Facility Accessibility Evaluation (**Attachment 15, D**)
- Certification Regarding Separation of VPK and SR Program Funds (**Attachment 15, E**)
- Audit Requirements (**Attachment 15, F**)

- Certification Regarding Immigration Status (**Attachment 15, G**)
- Certification Regarding Standards of Conduct (**Attachment 15, H**)
- Certification Regarding ACORN (**Attachment 15, I**)
- The Transparency Act (**Attachment 15, J**)
- Scrutinized Companies List (**Attachment 15, K**)
- Certification Regarding Subrecipient Monitoring (**Attachment 15, L**)
- Assurance for proper expenditure reporting (**Attachment 15, M**)
- CCDF Salary Cap annual testing requirements (**Attachment 15, N**)
- Certification regarding non-profit organization status as a non-major corporation (**Attachment 15, O**)
- Certification of cost allocation plan or indirect cost rate proposal (**Attachment 15, P**)
- Procurement of Recovered Materials (**Attachment 15, Q**)
- Assurances - construction programs, if applicable (**Attachment 15, R**)
- Other miscellaneous/general disclosures (**Attachment 15, S**)
- Conflicts of Interest (**Attachment 15, T**)
- Procurements and other purchases (**Attachment 15, U**)
- Property (**Attachment 15, V**)
- Purchase of American-Made Equipment and Products (**Attachment 15, W**)
- Annual Internal Control Certification Form (**Attachment 16**)

WITNESS WHEREOF the parties hereto respectively set their hands and seals on the date(s) shown below and submit that they have the legal authority to commit the parties to this Agreement:

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

_____	ATTESTED BY: _____
Signature	Signature
_____	_____
Date	Date
_____	_____
Printed or Typed Name, and Title	Printed or Typed Name, and Title

EPISCOPAL CHILDREN'S SERVICES, INC.

_____	ATTESTED BY: _____
Signature	Signature
_____	_____
Date	Date
_____	_____
Printed or Typed Name, and Title	Printed or Typed Name, and Title

Attachment 1

VOLUNTARY PREKINDERGARTEN CONTRACT

PURPOSE

The Early Learning Coalition of North Florida, hereinafter referred to as the "COALITION", and Episcopal Children's Services hereinafter referred to as the "CONTRACTOR", enter into this mutual Contract, including all attachments and exhibits referenced to herein, for the period commencing **July 1, 2017** and extending through **June 30, 2018**.

I. THE PROVIDER AGREES:

A. Services to be Provided

The Provider agrees to deliver services in accordance with Exhibit A, Voluntary Pre-kindergarten Education Program General Conditions and in accordance with recognized best practices, as determined by the Coalition, in service areas stated in the General Conditions of the Contract listed in Exhibit A.

II. THE COALITION AGREES:

A. Contract Dates

This contract shall begin on **July 1, 2017** or the date, on which both parties have signed the contract, whichever is earlier, and shall end on **June 30, 2018**. The Coalition shall not be obligated to pay for costs incurred related to this contract prior to its beginning date or after its ending date.

B. Contract Amount & Availability of Funding

This is a cost-reimbursement contract. The Coalition shall pay the provider for the delivery of service provided in accordance with the terms of this contract for a **total dollar amount** up to and not to exceed **\$13,212,836** (less the Coalition's administrative costs portion) which shall be paid by the Coalition for the provision of services as set forth by this contract. Of this amount, no more than **3.6%** of the slot total (or **90%** of the **4%** administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. In addition, this contract amount for Voluntary Pre-kindergarten services shall be further increased by an amount not to exceed **\$32,284** for outreach and awareness, provider monitoring services, and previous fiscal year absence data entry – if required, supported by a supplemental Voluntary Pre-kindergarten Outreach and Awareness and Monitoring Initiative grant obtained by the Coalition for these purposes. The Coalition's obligation to pay under this Contract is contingent upon annual appropriation by the State of Florida Legislature. The Coalition shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this project. If such funds are not appropriated or available for the contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Provider in writing at the earliest possible time if funds are not appropriated or available.

C. Contract Payment

Upon receipt of funds by the Coalition from Florida Office of Early Learning, the Coalition's Fiscal Agent/Fiscal Director will pay the Provider, within three (3) business days from receipt of funds from Florida Office of Early Learning, the full amount due according to the invoice submitted.

III. THE COALITION AND THE PROVIDER AGREE:

A. TERMS AND CONDITIONS

This Contract constitutes the only agreement, and supersedes all prior contracts and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Attachments hereto are a material part of this Contract and are incorporated by reference. This Contract, including

any Attachments and Exhibits hereto, may not be amended or modified, except in writing signed by all parties to this Contract.

B. Re-negotiation or Modification

Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Coalition's operating budget.

C. SEVERABILITY

Each provision of this Contract shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Contract shall be interpreted and construed in accordance with the laws of the State of Florida.

WITNESS WHEREOF the parties hereto respectively set their hands and seals on the date(s) shown below and submit that they have the legal authority to commit the parties to this Agreement:

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

_____ Signature	ATTESTED BY: _____ Signature
_____ Date	_____ Date
_____ Printed or Typed Name, and Title	_____ Printed or Typed Name, and Title

EPISCOPAL CHILDREN'S SERVICES, INC.

_____ Signature	ATTESTED BY: _____ Signature
_____ Date	_____ Date
_____ Printed or Typed Name, and Title	_____ Printed or Typed Name, and Title

LIST OF EXHIBITS:

EXHIBIT A Voluntary Pre-kindergarten Program (VPK) – General Conditions

Exhibit A
VOLUNTARY PRE-KINDERGARTEN PROGRAM (VPK)
GENERAL CONDITIONS

I. SCOPE OF SERVICES

- A.** The Provider shall provide Voluntary Pre-kindergarten services to all families with eligible four-year olds residing in Florida in accordance with Chapter 1002, part V, Florida Statutes, 6M-8 Florida Administrative Code - Voluntary Prekindergarten Education Program Rules, Florida's Office of Early Learning (OEL) governance and policy, and as described in the approved community service plan to the extent that caregiver capacity and funding resources are available.
- B.** For purposes of state reporting and requesting monthly payments from the Coalition, a unit of VPK service shall be based on the FTE allocation as authorized by Florida Office of Early Learning (OEL).
- C.** A unit of Provider administrative services is one month of administrative services, as federally defined.
- D.** A unit of Provider non direct services, depending on OEL guidance may include, but not be limited to the following:
1. Eligibility Determination and Child Enrollment
 2. Advance Payments to Voluntary Pre-kindergarten Providers/caregivers
 3. Monthly Reconciliation of Provider/Caregiver Advance Payments
 4. Caregiver Recruitment and Development
 5. VPK Voucher/Certificate Management
 6. VPK Caregiver Monitoring using a coalition approved evaluation tool, and performed as required in the terms and conditions of the supplemental Voluntary Pre-kindergarten Outreach and Awareness and Monitoring Initiative grant obtained by the Coalition for this purpose.
 7. Management of Services and Resources
 8. VPK Outreach and Awareness
 9. Others as identified and approved by the Coalition

II. CLIENTS TO BE SERVED

The Voluntary Pre-kindergarten Program is a free educational program that prepares age-eligible children 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 **February 2** through **September 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. VPK Specialized Instructional Services (SIS) is offered for children with individual educational plans (IEPs). The Contractor will ensure that parents can access services by using the Family Portal, telephone, internet, e-mail, as well as walk-ins for scheduling and informational purposes only. The Contractor will assist clients with the children's eligibilities using the family portal/SPE to obtain proof of residency and age based on the guidelines established in the Florida Statutes 1002.51 through 1002.79 and Florida Office of Early Learning for enrollment as funding allows.

III. Manner Of Service Provision

A. Payment & Fiscal-Administrative Services Implementation & Management

- 1) Rates paid to caregivers may not exceed the rates established by Florida Office of Early Learning, based on the allocation formula methodology established legislatively and approved by Florida Office of Early Learning.
- 2) The Contractor shall make advance payments to caregivers in accordance with OEL guidance. The Contractor shall reconcile caregiver monthly advance payments and ensure receipt of parent attendance documentation as identified by OEL to ensure accurate payment of caregiver invoices.
- 3) The Contractor shall conduct, as part of the VPK program monitoring, an audit of caregiver attendance sheets and/or monthly parent certification forms to verify child attendance and accurate payment of caregiver advance payments and reconciliations.
- 4) The Contractor shall establish a five (5) year records retention requirement for sign-in and sign-out records for all VPK services. The Contractor may not alter or amend attendance records after December 31 of the subsequent fiscal year.
- 5) If funding permits, the Contractor will provide one-on-one and/or group technical assistance to VPK caregivers regarding all aspects of administrative, programmatic, and payment functions of implementing VPK services.

B. Program Implementation & Management

- 1) The Contractor shall offer VPK services in the following care settings per Florida Statutes 1002.51 through 1002.79:

Care Setting	Certificate
Licensed Child Care Center	x
Licensed Family Child Care Home	x
Faith Based Child Care Center	x
Exempt, School Operated Programs	x

- 2) The Contractor will oversee proper implementation of mandated program components, pursuant to Section 402.25, F.S., and Florida Statutes 1002.51 through 1002.79 and provide technical assistance as needed to VPK caregivers to ensure proper program implementation if funding is available. All VPK caregiver settings with VPK funded children are required to provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children.
- 3) The Contractor may develop a supplemental VPK Program Evaluation Form, based on legislative requirements.
- 4) The Contractor will be responsible for coordinating VPK caregiver related activities as funding permits.
- 5) The Contractor will be responsible for coordinating VPK payment activities as funding permits.
- 6) The Contractor shall work closely with the Coalition's C.E.O. in the implementation of VPK caregiver strategies, as determined.
- 7) The Contractor shall submit intermittent ad hoc reports, through an interviewing process, that reflects the outcomes and measures of the approved Coalition Plan.
- 8) The Contractor shall maintain accurate and current client information and records for all children enrolled in the VPK program. The Contractor shall maintain all caregiver and client files for a period of five (5) years.
- 9) The Contractor will provide post attendance audits of all caregivers in the manner prescribed by the Coalition to help ensure that VPK services, which have been authorized and for which payment has been made, were actually performed if such services are an allowed cost by OEL and funded

accordingly. As a component of the post attendance caregiver audit, a random sample, to be determined, of VPK caregiver parent certifications shall be validated for authenticity. The Contractor must be within a 5% error rate when processing monthly attendance sheet/parent certification computations.

- 10) The Contractor shall maintain and update statistical data required legislatively for all caregiver settings receiving VPK funds. This may include documenting the declaration of developmentally appropriate curriculum, monitoring results, and number and credentials of teachers. The Contractor will offer technical assistance where needed.
- 11) The Contractor may offer mandatory training on developmentally appropriate milestones and/or approved performance standards throughout the fiscal year **2017-2018** to VPK Contractors as funding permits.
- 12) The Contractor shall submit any data or reports necessary for the administration of the VPK program according to the requirements established by OEL. These reports must be consistent with the requirements of Chapter 1002, Part V, Florida Statutes.
- 13) The Contractor will assist and support VPK providers' capacity to address and enhance each VPK child's ability to make age appropriate progress in an appropriate range of settings in the development of language and cognitive capabilities and emotional, social, regulatory and moral capacities through education in basic skills and such other skills as the Legislature may determine to be appropriate.
- 14) The Contractor will [Per Rule 6A-1.09433, Florida Administrative Code (F.A.C.)] ensure Providers complete the Voluntary Prekindergarten Pre- and Post-Assessments as designated by OEL/DOE.
- 15) The Contractor will ensure VPK directors, instructors, aides, and substitutes have the required documented credentials, screenings, and continual professional development.

C. Contract Limits

To the extent that resources and caregiver spaces/slots are available and within the service area, the Contractor shall provide Voluntary Pre-kindergarten services to every eligible family in the VPK program.

IV. DELIVERABLES AND MEASURABLE OUTCOMES

A. Deliverables

1. Reports

Financial Management Services

- a.) The Contractor shall submit a monthly statistical report, currently titled "Service Provider Snapshot Report" for fiscal year **2017-2018** to include items such as provider monitoring information to include (totals per county): current number of providers, current number of classrooms, current classroom capacity, number enrolled on last day of month, and (monthly/year-to-date) number and (year-to-date) percentage of providers monitored. Monthly activity reports shall be submitted **21** calendar days after the month ending when services have been provided.
- b.) The Contractor shall submit "Cumulative Financial Statements", reflecting the monthly and collective total of actual and projected VPK utilization and expenditures to date for voluntary pre-kindergarten services, in a format as directed by the Coalition, as requested.
- c.) To meet state reporting requirements, the Contractor will use the statewide EFS/SSIS (Enhanced Field System/Single Statewide Information System) data management system as directed by OEL. The Contractor shall use the Network Standard User Codes when compiling data and reports. The Contractor will ensure that technology enhancements are made in a manner that conforms to state specifications as funding is available.

B. ELIGIBILITY & ENROLLMENT SERVICES

- a.) The Contractor shall submit a monthly management/invoice report, as defined by Florida Office of Early Learning, and a reconciliation report within **fifteen (15) calendar days** following the end of each service month in formats specified by OEL and/or Coalition.
- b.) Miscellaneous-The Contractor shall maintain all information in such a manner that ad-hoc reports may be provided within five (5) business days, if possible, as requested by the Coalition.

C. MEASURABLE OUTCOMES/

1. Performance Measures (Outcomes and Outputs)

a) Payment & Fiscal Administrative Services

- i) Accuracy will be maintained regarding the calculation of advances and reconciliations of caregiver payments, based on the approved payment amount from Florida Office of Early Learning.
- ii) Caregivers are paid by the 1st business day of the month in advance of services and those payments must be reconciled and paid by the first of the month following receipt of the provider's attendance roster, unless the VPK provider has requested and received a contract amendment requesting no advance payments. All requests for slot advance payments by caregivers, received by the Contractor will be processed and submitted on a 5045 report to the Coalition by the **15th of the month prior** to the month of service. All other invoices submitted by the Applicant for payment will be submitted to the Coalition by the **15th of the month following** the month of service to reconcile the advance payment. Monitoring of caregiver attendance sheets and/or VPK parent certifications will be conducted (minimum 10%) and technical assistance will be provided to those caregivers submitting incorrect information.

b) Eligibility & Enrollment Services

- i) 100% of eligible children will be offered an opportunity to participate in the VPK school year or summer program or a Specialized Instructional Services (SIS) program.
- ii) 98% of children enrolled in the VPK program will have a file/electronic record established with the required documentation and verified as being eligible for the VPK program.
- iii) 100% of all children enrolled in the VPK program will have been entered and tracked in the EFS/SSIS data system.
- iv) 100% of parents interested in additional community resources will have received information and referral accordingly.
- v) 100% of parents enrolling their child into the VPK program will be provided with a VPK provider profile (or upon request) so that they can make an informed parental choice in placing their child with a caregiver.

c) VPK Support Services

- i) 100% of the "minimum annual sample" of VPK non-school based caregivers will be monitored by the Contractor utilizing a VPK Program Evaluation tool approved by the Coalition to ensure contract compliance. The "minimum annual sample" is determined by each fiscal year's VPK Outreach and Awareness and Monitoring Initiative Grant.
- ii) 100% of VPK Caregivers monitored will be in compliance with the state's VPK provider contract, or will be given follow-up technical assistance within thirty (30) calendar days with the goal of being in compliance within forty-five (45) days. Technical Assistance will be provided to those scoring at unacceptable levels.
- iii) 100% of Providers on Probation (P.O.P.) will be monitored to ensure all required acknowledgements, improvement plans, plan implementation and any other requirements are completed within specified time frames.

D. Definitions

A) Contract Terms

- 1) **Amendment** - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)
- 2) **Coalition** – The Early Learning Coalition of North Florida
- 3) **Contract** – An agreement between the Coalition and an individual or organization for the procurement of services. (A formal contract consists of the Standard Contract, plus all attachments and/or exhibits.)
- 4) **EFS/SSIS** – Enhanced Field System/Single Statewide Information System designed to store School Readiness and/or VPK client files, CCR&R caregiver files, and other information as designated.
- 5) **Fiscal Year** – An accounting period of twelve months; July 1st through June 30th.
- 6) **Florida Office of Early Learning (OEL)** – Florida Office of Early Learning responsible for the daily oversight and operations of School Readiness funds; administratively housed.
- 7) **Contractor** - Also, referred to as “central agency” or “primary services provider.” An agency, which directly operates and issues vouchers for the purchase of School Readiness and/or VPK services. (In addition, responsibilities include administrative and direct supportive services to parents and caregivers).
- 8) **Service Delivery Area** – The geographic area in which the Contractor will provide services under this Contract. For the purposes of this contract, the Service Delivery Area is Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties.
- 9) **SRS** – Statewide Reporting System; computer system used to store data regarding children served on a statewide basis; information is updated monthly and can be retrieved through a variety of reports by Coalitions and other authorized/interested parties.
- 10) **Specialized Instructional Services (SIS) program** – Services offered must be consistent with the child’s Individual Educational Plan (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 VPK program, or VPK SIS program. Eligible children can participate in VPK SIS program during either the school year or the summer.

B) Program / Services Specific Terms

1. **Caregiver** – Individuals or organizations that provide VPK services to eligible children. Caregivers include licensed centers, faith-based/exempt centers, licensed family child care homes and public schools.
2. **Child Care and Early Childhood Education Caregivers** – Those persons or entities lawfully providing child care, as the term is defined in Section 402.302(1), Florida Statutes, within the Caregiver Service Delivery Area. For purposes of the Contract, the term Child Care and Early Childhood Education Caregiver includes child care facilities as defined in Section 402.302(2), Florida Statutes, family day care homes as defined in Section 402.302(7), Florida Statutes, and other child care and early childhood education programs, including public school-based programs, exempt from regulations by Sections 402.301 – 402.319, Florida Statutes.
3. **Operational Costs** – One month of operational activities.
4. **Providers on Probation (P.O.P.)** – VPK Providers who scored below the set score for each year are considered a Provider on Probation (POP) and must submit an improvement plan for the following VPK program year.
5. **Readiness Rates** - Measures how well a VPK Provider prepares four-year-olds to be ready for kindergarten based on the Florida Kindergarten Readiness Screener.
6. **TA/Technical Assistance** - Training or clarification provided to caregivers regarding the implementation of School Readiness and/or VPK programs to include but not be limited to, curriculum development and support, screening, health and safety, and other topics as identified;

TA may be provided by phone or other technological device, mail, one-on-one sessions and/or in group trainings.

7. **Voluntary Pre-kindergarten Education Program (VPK)** – created in Florida Statutes 1002.51 through 1002.79 to provide every four (4) year old child the opportunity to receive free high quality pre-kindergarten services in the State of Florida.

E. Coordination with Other Providers/Entities

The Contractor shall: participate in associations; attend Coalition meetings; attend conferences to promote staff development; participate in community collaborative groups; and attend Florida Office of Early Learning meetings and training sessions to the extent possible by funding and program description and design.

V. Method of Payment

A. Payments

1. This is a cost-reimbursement contract, based on actual child enrollments. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a **total dollar amount** up to and not to exceed **\$13,212,836** (less the Coalition's administrative costs portion). Of this amount, no more than **3.6%** of the slot total (or **90%** of the **4%** administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. All remaining dollars will be utilized for VPK slots. All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this contract are to be included in the contract price of each deliverable and will not be otherwise compensated. The Contractor shall submit reimbursement request invoices in accordance with the requirements of sections 215.42 and 215.422, F.S., and F.A.C. rule 69I-40.002 (1). When submitting reimbursement request invoices, the Contractor shall adhere to F.A.C. rule 69I-40.103 (restriction of expenditures), sections 110.1245(3) and (4) and 110.503, F.S. (awards and volunteer recognition), and section 216.345, F.S. (membership dues and licensing fees).
2. The Contractor shall ensure that an Electronic Fund Transfer (EFT) system will be utilized for payments to voluntary prekindergarten caregivers.
3. Upon receipt of the payment from Florida's Office of Early Learning, and within three (3) business days prior to the provider deadline (last business day of the month), the Finance Manager will disperse payment in the amount invoiced on a monthly basis.
4. The Contractor shall make payments to VPK caregivers on the last business day of the month. Request for payment from a caregiver is determined to be valid once the caregiver's monthly attendance sheet is validated and processed through the Contractor's VPK management system and a payment is calculated based on pre-determined rates.
5. The contract amount for VPK Services as outlined in the supplemental Voluntary Pre-kindergarten Outreach and Awareness and Monitoring Initiative grant shall not exceed **\$32,284**, is contingent upon completion of the terms and conditions of the grant, and is subject to the availability of funds.

B. Funding By Category

The Coalition agrees to pay for contracted services in an amount up to and not to exceed **\$13,212,836** (less the Coalition's administrative costs portion) subject to the availability of funds and provision of limitation of **3.6%** of administrative costs earned. The Coalition agrees to reimburse for VPK services, including administrative, enrollment, monitoring, and VPK slots.

In addition, the Coalition agrees to pay for contracted services by an amount not to exceed **\$32,284** for outreach and awareness, provider monitoring services, and previous fiscal year absence

data entry, supported by the supplemental Voluntary Pre-kindergarten Outreach and Awareness and Monitoring Initiative grant.

C. Compliance and Financial Consequences

Compliance:

The CONTRACTOR shall comply with the requirements of all federal laws, state laws, local codes, and ordinances pertaining to this Agreement, and in particular, that it will comply with all of the laws, rules and regulations governing the use of the funds it is managing on behalf of the COALITION.

Financial Consequences:

The Contractor shall ensure 100% of the deliverables identified in "Scope of Contract" are performed pursuant to agreement requirements, and as described in all "Scope(s) of Service Tasks", "Scope(s) of Services", "Deliverables", and "Reports". Failure to correctly, completely, or adequately perform these major deliverables will trigger a financial consequence and the following actions will occur:

The Coalition will notify the Contractor 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 Contractor has 14 calendar days to submit a Corrective Action Plan (CAP) to the Coalition that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the Coalition.

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

The Coalition shall review the Contractor's CAP and provide approval or disapproval in writing to the Contractor within five (5) business days. If disapproving, the response from Coalition shall include details of the CAP deficiencies needing correction before the CAP can be approved.

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

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

Force Majeure:

This contract is subject to force majeure, and is contingent on accidents, acts of God, weather conditions, restrictions imposed by any government or government agency, or other delays beyond the control of the parties.

D. Special Provisions

1. The Contractor shall maintain and submit electronic data as prescribed by Florida Office of Early Learning.
2. All VPK caregivers will be paid directly as authorized by the Contractor within four (4) business days upon receipt of funds from the Coalition. The Contractor is responsible for the accuracy of the payment request that is submitted to the Fiscal Agent/Finance Manager. The Contractor shall conduct monitoring of caregivers to insure that services which have been authorized and for

which payment has been made were actually performed. This can only be performed as funding permits and is determined to be an approved cost by OEL.

3. The maximum rate payable for VPK services shall be based on the adopted rate authorized by Florida Office of Early Learning.

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Attachment 2

GENERAL PROVISIONS TO CORE CONTRACT TABLE OF CONTENTS

<ul style="list-style-type: none"> I. Contractor Assurances A. General Agreement B. Laws and Regulations C. Audits D. Record Keeping E. Access to Records F. Participant Record Confidentiality G. Internal Financial Control H. Reimbursement Request and Close-Out Reports I. Disallowed Costs/Return of Funds/Withholding of Funds J. Program Income K. Insurance 	<ul style="list-style-type: none"> L. Purchasing and Prior Approval M. Equipment N. Use of Supplies O. Intellectual Property, Copyrights, Patent Rights, Royalties, and Rights to Data P. Assignment and Subcontracts Q. Conflict of Interest R. Indemnification S. Lobbying T. Public Entity Crimes U. Health and Safety V. Civil Rights W. Grievance and Complaint Procedures 	<ul style="list-style-type: none"> X. Sponsorship Y. Knowledge of Terms and Conditions Z. Incident Reporting AA. Enforcement of Contract Provisions BB. Warranty CC. Sponsorship and Announcements DD. Disputes EE. Special Situations FF. Emergency Preparedness GG. Performance Bond HH. Notification of Legal Action II. Cooperation in Investigations JJ. Office of Minority Business Enterprise Reporting KK. Breach of Security/Confidentiality
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<ul style="list-style-type: none"> II. Mutual Assurances A. Amendments, Modifications and Contract Extension B. Termination C. General Provisions

I. CONTRACTOR ASSURANCES

A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Scopes of Service Tasks, Methodologies, and within the parameters of the Methods of Payment.

B. Laws and Regulations

1. The Contractor warrants that all its activities and those of its Coalition approved subcontractors under this contract shall be conducted in conformance with the Sections 1002.81 through 1002.97, F.S., 435.04, F.S., 445.023, F.S., 445.032, F.S., 445.017, F.S., 414.1585(1), F.S., 402.3135, F.S., 402.3145, F.S., 17.04 F.S., Part A, Title IV of The Social Security Act, 45 CFR Parts 74, 92, 98, 99, and 260-265, and subsequent amendments; the Statement of Work and all other terms of this contract; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements.
2. Contractor shall comply with Title III of the Americans with Disabilities Act of 1990 (42 U.S.C., 12181 et. seq.) which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.
3. Contractor shall comply fully with nondiscrimination and equal opportunity laws, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Reconciliation Act of 1981, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.
4. If this contract is for an amount over \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq.), section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (400 CFR Part 15). The Contractor shall report any violations of the above to the Coalition.
5. Contractor shall not employ unauthorized aliens, which is considered a violation of section 274A(e) of the Immigration and Naturalization Act. In addition, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. See Florida Executive Orders 11-02 and 11-116. Such violation shall be cause for unilateral cancellation of this contract by the Coalition.

The Contractor agrees to provide the Coalition, 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 Contractor shall notify the Coalition in advance but no later than five (5) working days after any changes in the Contractor's telephone number (parent line and main line), email or physical address or key personnel positions. Key personnel positions include the executive director, the director of program operations and the finance officer.

Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement staff.

6. Order of Precedence

If there is any conflict between the provisions in the agreement and the standards the CCDF State Plan sets forth and federal and state law (in which case, the Coalition may modify the agreement from time to time), resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. Federal law.
2. State law.
3. The agreement.
4. The CCDF State Plan.

C. Audits

1. Non-Profit, Governmental and Education Entities

If this award is made to a non-profit, governmental or institution of higher education, and if this Contractor receives \$500,000 or more in a fiscal year in federal financial assistance to operate a federal program, the federal cost principles and audit requirements of OMB Circulars A-21, A-87, A-102, 2 CFR § 200 Uniform Audit Requirements, 2 C.F.R. parts 215 and 230, and other applicable OMB circulars and Codes of Federal Regulations (C.F.R.) shall be adhered to. The Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

2. Commercial Organizations

If this award is made to a for profit, commercial organization, and if this Contractor receives \$500,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

3. Audit and Monitoring Reports

a) Contractors shall submit a copy of their audit report from an independent auditor **within thirty (30) calendar days after its receipt by the Contractor and no later than October 31, 2017**. Prior to the actual audit, the Contractor will submit their Audit Plan, including descriptions of processes and timelines, to the Coalition by **July 20, 2017**.

The Contractor will request the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The Contractor will keep these work papers onsite as part of their financial records and shall submit directly to the Coalition as part of the annual audit.

b) Should the contractor terminate/close their business organization/operations, go out-of-business, or unilaterally terminate this contract, the contractor will proceed with an immediate close-out audit, at the contractor's expense, to be received by the Coalition immediately upon completion.

c) If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, the Coalition reserves the right to withhold any or all reimbursement from the Contractor until such time as the accounting practices and/or records management are improved to the satisfaction of the Coalition.

d) Contractor will implement a system for monitoring fiscal, participant, and program activities for compliance with this contract. Contractor will maintain documentation to verify completion of monitoring activities.

e) The Contractor will respond in writing to monitoring reports and requests for corrective action plans within the specified number of days after the receipt of the monitoring report from the Coalition, state, or federal agency.

f) The Contractor shall submit to the Coalition all monitoring reports, from other agencies, completed for a School Readiness or Voluntary Pre-Kindergarten program contracted with the primary service provider, **within 10 business days of receipt**.

g) The Contractor shall allow the Coalition to review all agency Board Meeting minutes, and all supplementary information presented to the Board, during regularly scheduled on-site monitoring.

D. Record Keeping

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for five (5) years after final disposition of the property.

The Contractor will cooperate with the Coalition to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify the Coalition in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of the Coalition.

Should the Contractor terminate/close their business organization/operations, go out-of-business, or unilaterally terminate this contract, the Contractor will assist the Coalition in the Coalition's immediate acquisition and inventory of items, and storage of records.

E. Access to Records

1. Pursuant to 2 CFR §200.336, *Access to records*, At any time during normal business hours and as often as the Coalition, OEL, the Federal Health and Human Services (HHS) Agency, Inspector General of federal and state agencies, Comptroller General of the United States, or their designated representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or participants' books, documents, papers and records (including computer records), or other data relating to matters covered by this contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by the Coalition.
2. Unless otherwise specified by law, the Contractor shall maintain records in a location accessible to all public and allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes and made or received by the Contractor in conjunction with this contract. Denial of this access shall be grounds for immediate unilateral cancellation of this contract by the Coalition.

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

3. In accordance with 1002.97, F.S., Individual records of children enrolled in SR programs provided under section 1002 Part VI, F.S., when held in the possession of the Contractor, are confidential and exempt from the provisions of section 119.07 (1), F.S., and section 24(a), Article I of the State Constitution.
4. In accordance with section 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under section 1002.53, F.S., and any personal information contained in those records, are confidential and exempt from section 119.07 (1), F.S., and section 24(a), Article I of the State Constitution.
5. The Contractor shall allow the parent the right to inspect and review the individual SR and VPK program record of his/her child and provide the parent a copy of the record upon request.

F. Participant Record Confidentiality

Contractor shall not disclose any information concerning an applicant or participant for any purpose not in conformity with the state and federal regulations, except upon receipt of a written request and upon written consent of the recipient or his responsible parent or guardian when authorized by law. This information may be made available upon consent of the Coalition to other entities to affect the appropriate delivery of services to the applicant or customer.

G. Internal Financial Control

1. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Contractor shall maintain its books, records, and

documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices to ensure all transactions properly account for all revenues and expenditures of funds provided by the Coalition under this contract, and that funds, property, and other assets are safeguarded against loss from unauthorized use or disposition which sufficiently and properly reflect all revenues and expenditures of funds provided by the Coalition under this contract.

2. Contractor shall track costs in sufficient detail to determine compliance with applicable laws, regulations and contract provisions, to ensure that the funds have been lawfully spent. All expenditures must be in accordance with the applicable OMB Cost Principles.
3. Contractor shall maintain separate accounting records for the separate School Readiness and Voluntary Prekindergarten funds received and expended under this contract. The Contractor shall ensure that accounting records reflect the separation of all programs/activities the Contractor 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 Contractor shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity. The Contractor shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the Contractor submits per Coalition instructions and makes available for review upon request.

H. Reimbursement Request and Close-out Reports

All reimbursement requests and close-out reports shall be submitted to the Coalition's Administrative Office including, but not limited to:

1. Reimbursement Request: Contractor shall submit to the Coalition a monthly reimbursement request that is in sufficient detail for a proper pre-audit and post-audit thereof. This Reimbursement Request and any back-up documentation of paid costs and/or performance deliverables shall be submitted as specified herein and in the Agreement of Payment. The Contract Manager shall review and accept the contract units of deliverables prior to payment. The Coalition may reduce the amount to be paid in proportion to the Contractor's failure to achieve specified performance measures.

Services and/or training paid in full, in part under any other contract, or from any other source are not eligible for payment under this contract.

The Coalition reserves the right to refuse to reimburse the Contractor for any Payment Request not submitted within fifty (50) calendar days after contract termination.

2. Final Reimbursement Request, Final Financial Statement, and Contract Close-Out Report: Contractor shall submit to the Coalition a final invoice and a Contract Close-Out Report **within fifty (50) calendar days after contract termination**. If the Contractor fails to do so, all right to payment is forfeited and the Coalition may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Coalition.

Final Financial Statement (Income Statement/Profit and Loss Statement) for contracted fiscal year, specific to the Early Learning Coalition of North Florida, shall be submitted by the Contractor to the Coalition **within fifty (50) calendar days after contract termination**.

The Contract Close-out Report will summarize all reimbursement requests, actual expenses, inventory, and other items pertinent to the close out of this contract with the Coalition.

3. Program Income Report: The Contractor shall submit to the Coalition a Program Income Report **within fifty (50) calendar days after contract termination** detailing any program income generated from activities covered under this contract.

I. Disallowed Costs/Return of Funds/Withholding of Funds

1. Upon the Coalition's final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the Contractor shall return to the Coalition any overpayments or disallowed costs within 40 calendar days of the Coalition issuing a written notice or other timeframes that comply with OEL Fiscal Guidance 240.01. In addition, the Contractor shall return to the Coalition any overpayment due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Contractor by the Coalition or funds which are disallowed in the final resolution of an audit report. The Coalition may withhold funds from future deliverables or other requests for payment pending resolution of disallowed costs.
2. Refunds or credits from training institutions or other vendors for costs that have been reimbursed by the Coalition be made within fifteen (15) calendar days of the month closed, or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.

3. Should repayment not be made in a timely manner, the Coalition will charge interest of one (1) percent per month compounded on the outstanding balance fifty (50) calendar days after the date of notification. In addition, the Coalition may request that Florida Office of Early Learning report the delinquent account to the Department of Financial Services (DFS) for collection if the coalition is unsuccessful at collecting the account (OEL Fiscal Guidance 240.03 [OEL-FG-0042-07]).
4. Unless otherwise authorized by the Coalition, the Contractor is required to invest any funds received under this agreement in secure interest-bearing accounts. The Contractor shall comply with section 216.181(16)(b), Florida Statutes, and 2 CFR §200.305(8), *Payment*, and earn interest on the invested funds. The Contractor shall comply with OEL Program Guidance 240.01 and 2 CFR §200.305(9), *Payment*, and return interest income to the ELC. All interest income earned on VPK funds must be returned to the ELC. Interest earned on School Readiness funds in excess of \$500 each program year must be returned to the ELC.

Should the coalition advance funds to the contractor, a report of interest earned and returned, or not earned, by the contractor on advanced funds shall be returned to the coalition on a quarterly basis. The report shall be signed by the contractor's CEO verifying the amount of interest earned and returned, or that no interest was earned, no later than the 30th day of the following month, after the end of the quarter. In a case that interest was earned, the interest shall be returned to the coalition, accompanied by the signed report. Interest earned on advances by local government grantees and sub-grantees is required to be returned at least quarterly, to the Federal agency through the Coalition in accordance with 45 CFR 92.21.

5. The Coalition reserves the right (with OEL advisement), upon written notice, to withhold funds, in whole or in part, for non-performance under the approved plan or non-compliance with the terms and conditions of the Contract until such time as the Coalition determines that the Contractor has corrected its performance and is in full compliance with the Contract. Said notice shall be delivered by mail with proof of delivery or in person with proof of delivery.

The Coalition will provide the Contractor with written notice that details its findings of non-performance or non-compliance and timelines for submitting a corrective action plan and correcting all noted deficiencies. In order to ensure funds are not withheld, the Contractor shall respond to the notice within fourteen (14) calendar days and provide a corrective action plan that addresses all noted deficiencies. If the corrective action plan is approved by the Coalition, the Contractor shall implement the corrective action within the prescribed timeframe. Failure to respond in writing and submit a subsequent corrective action plan within fourteen (14) calendar days may lead to funds being withheld from the Contractor. Failure to comply with a corrective action plan may lead to financial consequences and/or the termination of this contract.

J. Program Income

Revenues generated through activities funded under this contract in excess of costs are to be treated as program income in accordance with 2 C.F.R. § 215.24 (OMB 2 CFR § 200 Uniform Administrative Requirements). Examples of program income include; fees from services performed (including fees earned from training events), use of rental of property acquired under federally funded projects, use of commodities or items fabricated under an award (including curriculum developed with award funds), license fees and royalties on patents and copyrights, and interest earned on advances that is not required to be returned to OEL.

K. Insurance

Contractor shall deliver to the Coalition prior to the commencement of this contract satisfactory evidence that the following insurance coverage(s), as appropriate, are in force and will not be canceled without thirty (30) calendar days written notice to the Coalition. The Coalition may withhold payments or terminate this contract if the Contractor fails to maintain or provide evidence of current insurance.

1. Liability Insurance: Contractor agrees to obtain a standard liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$100,000 per person and \$200,000 per occurrence with an endorsement naming the Coalition as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Coalition as evidence of such.
2. Workers' Compensation: To the extent that the state Workers' Compensation law is applicable, Contractor must provide Workers' Compensation coverage to all employees paid directly under this contract. Where employees covered under this contract are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.
3. Motor Vehicle Insurance: Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of \$50,000 property damage, \$100,000 per person and \$300,000 per occurrence, for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this contract.
4. Bonding and Errors and Omissions: Contractor shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit these funds or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of \$100,000 or the total amount of this contract,

whichever is less. The bond shall be effective prior to any contract payment and for at least three (3) months after this contract terminates. In addition, the Contractor shall maintain Errors and Omissions insurance on its board members.

The Contractor shall assure and require that all subcontractors maintain the same type of insurance.

5. Equipment: All equipment received from the Coalition and used by Contractor under this contract shall be insured against fire, theft, and destruction equal to the full replacement cost.

L. Purchasing and Prior Approval

1. All purchasing of goods and services must be in compliance with Ch. 287, F.S. Records must be maintained to document procurement efforts to comply with this requirement. The contractor agrees to follow all current coalition procurement policies and procedures. This would include special provisions for related party contracts and prior Coalition approval for any related party contract over \$25,000.
2. Fourth quarter goods and services ordered/obligated must be completely received/incurred/expended by **June 30** of the current contract/fiscal year.
3. Prior Approval:
 - a. The Contractor must submit a Prior Approval Request, using the appropriate prior approval process as outlined in the Coalition Prior Approval Guidance (submitted to the Contractor each contract year and upon revisions), for any cost item or administrative requirement requiring prior approval referenced in contract **Attachment 11** (Cost Items) or contract **Attachment 12** (Administrative Requirements).
 - b. The Contractor will submit to the Coalition the Annual Approval Request Form (**Attachment 13**) by **June 15th** of each year for the upcoming grant period. The Contractor will complete the Individual Cost Items Form (**Attachment 14**) for all prior approval requests that were not listed on the grant period's Annual Approval Request Form.
 - c. The Contractor must receive Coalition approval before expending any cost item requiring prior approval listed in contract **Attachment 11** or expending any administrative requirement requiring prior approval listed in contract **Attachment 12**.

M. Equipment

The use of contract funds to purchase equipment, as defined by OMB 2 CFR § 200 Uniform Administrative Requirements, is prohibited without prior written approval of the Coalition.

N. Use of Supplies

Any consumable supplies purchased under this contract or provided by the Coalition for use in delivering the services under this contract shall be used exclusively for program purposes unless another use agreement has been made part of this contract. These supplies shall remain the property of the Coalition.

O. Intellectual Property, Copyrights, Patent Rights, Royalties, and Rights In Data

1. All data the Coalition creates or the Contractor receives from the Coalition, whether electronic or hardcopy, during the duration of this agreement is the Coalition's property. The Contractor shall surrender it to the Coalition at no cost to the Coalition upon expiration, termination or cancellation of this agreement (see 45 CFR part 92.36(i)(9)). The following terms and conditions apply to all grants recipients, unless explicitly waived.
 - a. With respect to all products created by the Contractor pursuant to this agreement, said materials will be the property of OEL.
 - b. 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 Contractor shall assign and convey to OEL all right, title and interest in the product or material and require its employees and subcontractors to do the same.
 - c. The Contractor agrees that its employees will not assert any ownership of the product produced pursuant to this agreement. The Contractor 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.
 - d. Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
 - e. The Contractor 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.
 - f. The Contractor agrees not to convey any rights in the product to a third party.
 - g. If the Contractor 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 Contractor, the Coalition, and OEL the non-exclusive license to use the product.

2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between the Coalition and the Contractor in order to further the use of the products in the educational community.
3. Pursuant to 45 CFR part 92.36(i)(8), the Contractor agrees that to the extent applicable under this agreement to comply with the following –
 - a. That contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements”, and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: <http://www.gpo.gov/fdsys/pkg/CFR-2011-title37-vol1/pdf/CFR-2011-title37-vol1-chapIV.pdf>.
 - b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the agreement, or in any way connected with Early Learning programs, the Contractor shall refer the discovery or invention to OEL.
4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, the Coalition and 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.
5. 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 Contractor's execution of its duties under the agreement, funded by Early Learning Program funds, are hereby reserved to the state of Florida.
6. Pursuant to 45 C.F.R. part 92.34, 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 Contractor or its sub grantees or contractors purchase with such federal funds.
7. Pursuant to federal and state laws, the Contractor will not violate the copyrights of any third party during the performance of the scope of work for this grant award.

The Contractor further warrants that as to each Deliverable produced pursuant to this award, Contractor's production of the Deliverable(s), and the Coalition'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 Contractor additionally warrants the following:

- a. As to each work of software or other “information technology”, as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor 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).
- b. As to each image and sound recording incorporated into a Deliverable, the Contractor 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.

P. Assignment and Subcontracts

Contractor shall not subcontract, assign or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval of the Coalition, unless otherwise authorized by this contract. The Contractor shall submit a written subcontract to the Coalition for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Contractor from obtaining this written approval.

The Coalition reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from the Coalition relieve the Contractor from its obligation under this contract, or change the terms of this contract. The Contractor shall ensure that all applicable provisions of this contract are binding upon all approved subcontractors. It is understood that the Coalition shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

Q. Conflict of Interest

No Contractor or subcontractor representative serving on the Coalition Board of Directors or any of its committees shall discuss or cast a vote on the provision of services and/or training by the Contractor or its subcontractor(s), or any matter which would provide or give the appearance of providing financial benefit to the Contractor, or influence or attempt to influence any other member of the Board of the Coalition or its committees on decisions benefiting the Contractor.

No Contractor representative will solicit or accept money or any other consideration from a third party for the provision of goods or services funded in whole or in part under this contract.

R. Indemnification

1. The Contractor agrees to be liable for, defend and indemnify the Coalition and all of the Coalition's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract or any subsequent modifications thereof. This indemnification holds whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property. Where the Contractor and the Coalition commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend the Coalition with respect to that part of the joint negligent act or omission committed by the Coalition. In no event shall the Contractor be liable for or have any obligation to defend the Coalition against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of the Coalition.
2. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after such notice by the Coalition is given by certified mail. Only adjudication or judgment after the highest appeal is exhausted specifically finding the Contractor not liable shall excuse the performance of this provision. The Coalition's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.
3. Paragraphs R1 and R2 shall not apply to any contractor who is a state agency or subdivision as defined in Section 768.28, Florida Statutes. To the extent permitted under Florida law, any contractor who is a state agency or subdivision agrees to be responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the Coalition, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing in this Agreement shall be construed as a consent by the State of Florida or contractor to be sued by any reason hereof, either in contract or tort, nor as a waiver of the sovereign immunity of the State of Florida or contractor, beyond the waiver established by general law at FS 768.28. Neither the State of Florida, the contractor, nor the Coalition has waived any defense it may raise as to any claim asserted or action brought.
4. The Contractor agrees that it is an independent Contractor of the Coalition and not an agent or employee. Nothing in the agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

S. Lobbying

The Contractor shall comply with state and federal law, including, but not limited to, ss. 11.062(1) and 216.347, F.S., 2 CFR part 230 and 45 CFR part 93 (Byrd Anti-Lobbying Amendment Common Rule) which prohibit the ELC from using funds awarded under the agreement for lobbying purposes. Per these regulations, no funds made available under this contract shall be used for 1) lobbying of federal, state, or local legislatures to influence legislation or appropriations; or 2) to raise funds, or to promote, assist, or deter union organizing.

T. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services, may not submit bids on leases of real property, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under the Coalition contract for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By execution of this contract, the Contractor acknowledges that it and any subcontractor(s) or sub-recipients receiving Early Learning Program funds through the Contractor are operating in compliance with this section.

Federal funds may not be disbursed to parties excluded from receiving Federal contracts or financial and nonfinancial assistance and benefits. Prior to execution of contracts or agreements, the Contractor must verify that no party to the agreement is included on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. Documentation of verification shall be maintained by the Contractor.

U. Health and Safety

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of participants served under this contract. Where participants or employees covered under this contract are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.

V. Civil Rights

Contractor must ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis of race, color, religion, sex, national origin, disability, age, political affiliation or status as a participant.

W. Grievance and Complaint Procedures

Contractor shall adhere to and comply with the Coalition grievance and complaint procedures that were promulgated by the Florida State Department of Labor and Employment Security, Office of Civil Rights. Contractor shall ensure that all participants served under this contract are properly informed of their rights and benefits, including the right to file a grievance or a complaint with the Coalition.

X. Sponsorship

The Contractor shall make available to the Coalition any information and documentation related to any advertisements or descriptions of services or training provided by Contractor under the terms of this agreement.

Y. Knowledge of Terms of this Contract

The Contractor shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this contract by all staff of the Contractor and any subcontractor(s) if approved by the Coalition.

Z. Incident Reporting

Known or suspected incidents of fraud, program abuse, or criminal conduct shall be reported to the Coalition immediately and complete the procedure for reporting suspected fraud in Early Learning Programs, per Sections 414.39 and 414.411 F.S. and as instructed by Florida Office of Early Learning.

To assure compliance with Chapter 415.1034 and ss. 39.201, Florida Statutes, any employee of the Contractor who knows or has reasonable cause to suspect 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; or, that a vulnerable adult has been or is being abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Central Abuse Registry and Tracking System of the Department of Children and Families on the statewide toll-free telephone number 1 (800) 96ABUSE (1-800-962-2873) or online at <https://reportabuse.dcf.state.fl.us/> [see 45 CFR 92.36(i)(7), ss. 39.201 and 415.1034, F.S.].

The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6, in the manner prescribed in HRSR 215-6.

AA. Enforcement of Contract Provisions

The failure of the Coalition to strictly enforce any of the provisions of this contract, or to require strict performance by the Contractor of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this contract or any part hereof, or waive the right of the Coalition to thereafter enforce each and every provision herein.

BB. Warrant of Ability to Perform

The Contractor covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this contract.

Furthermore, the Contractor 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 Contractor's ability to perform under the agreement. The Contractor shall immediately notify Coalition 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.

CC. Sponsorship and Announcements

If the Contractor uses funds provided under this contract to publicize, advertise, or describe the programs and services under this contract, such documents and materials shall reflect the Coalition's logo (or name with Coalition approval) as the predominant logo. The Contractor agrees that in accordance with section 286.25, Florida Statutes, it will use the following statement in publicizing, advertising, or describing the sponsorship of early learning projects financed in part or in full with state funds or funds obtained from a state agency. "Sponsorship by the Early Learning Coalition of North Florida, and the State of Florida, Office of Early Learning" – if the sponsorship referenced is in written material, the words "State of Florida, Office of Early Learning shall appear in the same size letters or type as the name of the Coalition. The

contractor will only use the current logos as approved by Office of Early Learning. This section does not apply to Coalition or Contractor logos.

The Contractor agrees, in accordance with Public Law 103-333, section 508, and Public Law 111-117, section 506, that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project or program funded in whole or in part with Federal money, the Contractor shall clearly state the percentage of the total cost of the program or project which will be financed with Federal money and 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 will be financed by non-governmental sources.

DD. Disputes

The Coalition's C.E.O. shall be the first contact of dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the C.E.O. shall be reduced to writing and delivered by certified mail to the Coalition's office by the Contractor. The Board of the Coalition shall decide the dispute within thirty (30) calendar days of the Coalition's receipt of the written dispute.

EE. Special Situations

The Contractor agrees to inform the Coalition within 24 hours of any circumstances or events, which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.

FF. Emergency Preparedness

The Contractor will, **within thirty (30) calendar days of Contract execution**, submit to the Coalition an emergency preparedness plan, or Continuity of Operations Plan (C.O.O.P.) in compliance with Section 252.386, F.S., which includes provisions of pre-disaster preparation, notifications, alternative operations worksites, and a recovery plan that will allow the Contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Coalition agrees to respond in writing within thirty (30) calendar days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Coalition may exercise oversight authority over such Contractor in order to assure implementation of agreed emergency relief provisions.

GG. Performance Bond

The CONTRACTOR shall furnish a performance bond from a financially sound and responsible insurance company to protect the COALITION from any losses in the event of default by CONTRACTOR. The bond shall be in the amount of \$300,000. In lieu of a performance bond, CONTRACTOR may furnish the COALITION with an irrevocable standby letter of credit acceptable to both Parties. If, in the Coalition's opinion the CONTRACTOR has an established contract history with the COALITION, which has demonstrated a fiscally-sound organization (through low-risk audits and low-risk COALITION monitoring), the COALITION has the option of allowing the CONTRACTOR to maintain reserve funds in the amount of \$300,000 in lieu of a performance bond or an irrevocable letter of credit. This option is only applicable as long as the CONTRACTOR remains a low-risk auditee and has no material findings during COALITION monitoring. Should the Coalition allow reserve funding for an established CONTRACTOR, the reserve funding shall have equivalent requirements and limitations as that of a performance bond or an irrevocable standby letter of credit in the same amount.

The CONTRACTOR shall post one form of security under this section, which shall apply to this contract entered into between the CONTRACTOR and the COALITION with a term beginning **July 1, 2017** and ending **June 30, 2018**.

If a performance bond is furnished the performance bond shall be forfeited in an Event of Default, or if a letter of credit is furnished the COALITION shall be authorized to draw on the Letter of Credit in an Event of Default. An Event of Default shall mean the failure of CONTRACTOR to perform any of the material undertakings set forth in this CONTRACT, which failure is not cured within 30 calendar days after written notice thereof by the COALITION specifying such failure, or within such other reasonable time period agreed to by both parties. In no event shall an Event of Default occur for any failure of performance by CONTRACTOR if such failure of performance is caused by or is the result of causes beyond the reasonable control of CONTRACTOR due to any occurrence commonly known as force majeure, including but not limited to acts of God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war. In the case of a force majeure delay, the Contractor shall notify the Coalition in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay.

The Coalition Board will make the final determination of "Nonperformance." A Notice of "Nonperformance" shall be provided by written notice to the service provider, in which case the contract shall be terminated per Attachment 2, Section II. B Termination, of the service provider's contract. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Solely in the event of the Coalition Board's termination of this contract due to nonperformance by CONTRACTOR (as opposed to nonperformance by one of CONTRACTOR's contracted service providers) resulting in an Event of Default (as defined below), the COALITION shall be authorized to draw on the Letter of Credit in an amount calculated by the COALITION in good faith to be equal to the lesser of (i) the excess costs incurred and actually paid by the COALITION to engage third parties to provide the services that CONTRACTOR would have performed hereunder during the remainder of

the term of this contract absent the early termination of this contract and (ii) the face amount of such Letter of Credit, subject to the following requirement. Twenty (20) calendar days prior to making a draw on the Letter of Credit, the COALITION shall provide its written calculation of such draw (determined as provided above) to CONTRACTOR, and the COALITION shall thereafter consult with CONTRACTOR during such 20-day period to consensually resolve any disputed issues. If the COALITION and CONTRACTOR are unable to reach a resolution, the COALITION may make a draw under the Letter of Credit in the amount reflected in the COALITION'S calculation and otherwise in compliance with the terms of the Letter of Credit; provided that, nothing in this contract shall prevent CONTRACTOR from instigating legal proceedings against the COALITION if it disagrees with the COALITION'S calculations of the excess costs for which it has made a draw under the Letter of Credit or otherwise believes such drawing was unjustified.

For purposes of this contract, an "Event of Default" shall mean the unexcused failure of CONTRACTOR to perform any of the material undertakings set forth in this contract to be directly performed by it, which failure is not cured within thirty (30) calendar days after written notice thereof by the COALITION specifying such failure, or within such other reasonable time period agreed to by both parties; provided that, CONTRACTOR shall have an additional period of thirty (30) calendar days to cure any breach not capable of being cured during the initial 30-day period if it commenced efforts to cure such breach during such initial 30-day period and diligently pursues such cure to completion. Notwithstanding anything in this contract to the contrary, in no event shall an Event of Default occur for any failure of performance by CONTRACTOR if such failure of performance is caused by or is the result of causes beyond the reasonable control of CONTRACTOR due to any occurrence commonly known as force majeure, including but not limited to acts of God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war.

HH. Notification of Legal Action

The Contractor shall notify the Coalition of legal actions taken against it or potential actions such as lawsuits, related to services provided through this Agreement or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the Coalition. The Coalition will be notified in writing within twenty-four (24) continuous hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

II. Cooperation in Investigations

The Contractor shall fully cooperate with Florida Office of Early Learning, the Coalition, and any other state and 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.

JJ. Office of Minority Business Enterprise Reporting

The Coalition 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 Contractor shall submit the [Minority Sub Contractors Utilization Summary](#) 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 Contractor shall submit the expenditures report to the Coalition's Finance Manager by the **20th** calendar day following the end of each quarter and uploading to the designated place on OEL's Share Point.

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

The Contractor shall immediately notify the Coalition and OEL's Inspector General and Information Security Manager in writing 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., the Contractor's notification shall be made in writing to the Coalition and OEL's IG Security Manager within 24 hours after the Contractor learns of the security incident or breach. The Contractor's notification shall identify: (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 Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide any additional information, including a full written report, as reasonably requested by the Coalition.

If the Coalition, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of this agreement, or determines that prompt and satisfactory corrective action has not occurred, the Coalition 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 Contractor must immediately surrender to the Coalition all confidential information and copies thereof obtained under the Contract and any other information relevant to the Contract.

The Contractor understands and agrees that all reasonable fees and costs necessary for the Coalition to remedy any breach of confidentiality due to the conduct of the Contractor, its employees, subcontractors, agents, or affiliates, or any individual within the control of the Contractor, shall be the responsibility of the Contractor. The Contractor 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 Contractor 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 Contractor will be subject to penalties as follows:

Criminal Penalties: The Contractor 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 Related 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 Contractor 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 Coalition, OEL, and the state of Florida.

II. MUTUAL ASSURANCES

A. Amendments, Modifications and Contract Extension

1. The Coalition reserves the authority to amend or modify this contract with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.
2. Mandatory changes in regulations, policies, or law will be unilaterally amended by the Coalition and will be effective upon the receipt by Contractor of a Contract Modification signed by the Chairperson of the Coalition.
3. This contract may be renewed on a yearly basis for a period up to two years after the initial contract or for a period no longer than the term of the original contract, whichever period is longer, if such extension is allowed for in the original request for proposal. This extension is contingent upon satisfactory performance evaluations by the Coalition and is subject to the availability of funds. The terms and conditions of this extension shall be negotiated prior to the effective date of the extension.

B. Termination

1. Termination for Convenience/at Will - This contract may be terminated by any party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
2. Termination Due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coalition may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said Notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Coalition shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this contract to another program thus causing "lack of funds". In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination. Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event the federal and state funds upon which this contract is dependent is withdrawn or redirected, the contract is terminated and the Coalition will have no further liability to the Contractor beyond that already incurred by the termination date.
3. Termination for Cause/Breach - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Said notice shall be delivered via email and a hard copy will follow via postal mail delivery. If applicable, the Coalition may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition's right to remedies at law or inequity. If applicable, the Contractor may be liable for liquidated damages upon breach. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by the Coalition within fifty (50) calendar days of termination date.

- Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.
4. Other: Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, or the Governor at any time.
 5. Arbitration Clause: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This contract shall be interpreted under the laws of the State of Florida.
 7. Venue: The place for any hearing, arbitration or otherwise, shall be St. Johns County, Florida.
 8. This contract shall be interpreted under the laws of the State of Florida.
 9. The submittal of false information may be considered fraud and could result in the immediate termination of the contract.
 10. After receipt of a notice of termination, and except as otherwise specified by the Coalition, the Contractor shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by the Coalition.
 - c. Take such action as may be necessary, or as the Coalition may specify, to protect and preserve any property related to the agreement which is in the possession of the Contractor and in which the Coalition has or may acquire an interest.
 - d. Transfer, assign, and make available to the Coalition all property and materials belonging to the Coalition, upon the effective date of termination of the agreement. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.
 - e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

C. General Provisions

1. None of the funds or services under this Agreement provided by the HHS, DOL, the Governor or the Coalition to the Contractor shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501-1508 and 7328) or the Federal Election Campaign Act, as amended (2 USC section 431).
2. No participant, recipient or employee whose salary is funded in whole or in part by this agreement may engage in partisan or nonpartisan political activities during the hours for which the recipient or employee is paid with funds derived through this contract.
3. No participant, recipient, or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and the Coalition.
5. Contractor understands and agrees that when requested, as set forth in this agreement, the Contractor shall complete and furnish to the Coalition all forms, reports, documents, and records, within fifteen (15) business days of said request. Failure to comply with this provision will result in the Coalition's withholding the Contractor's reimbursement or unit payment until such time that the Contractor complies with the Coalition's request, in accordance with the procedures set forth in the Method of Payment sections.
6. ADDED: Any notice sent by either party to the other shall be in writing and shall be sent by Email, US mail or hand delivery to the parties at the following addresses:

If to Coalition at: (a) For all matters to:
Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Suite 103
St. Augustine, FL 32086
Attn: C.E.O.
Email: dbell@elcnorthflorida.org

If to contractor at: (b) For all matters to:
Episcopal Children's Services, Inc.
8443 Baymeadows Road, Suite 1
Jacksonville, FL 32256
Attn: Executive Director/CEO
Email: Cstophel@ecs4kids.org

Notice shall be deemed delivered when deposited in the United States Mail. Coalition and contractor shall each have the right to change the place. Notice is to be given under this paragraph by written notice to the other party delivered in accordance with this section.

ATTACHMENT 3

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. DOE may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds 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.

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

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form – LLL, Disclosure Form to Report Lobbying](#), in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. 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.

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).

ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities and implemented at 45 CFR Part 85. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. The Federal Excluded Parties list is currently at <https://www.epls.gov/> and also available passing through the Florida department of Management Services website at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
 2. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification.
 4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

INSTRUCTIONS

1. By signing and submitting this Contract, the prospective primary participant is providing the certification as set out herein.
2. The inability of a person to provide the required certification will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in

connection with the WDB determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this Contract.

3. The certification in this clause is a material representation of fact upon which reliance was placed when OEL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, OEL may terminate this Contract for cause or default.
4. The prospective primary participant shall provide immediate written notice to OEL if at any time the respective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order No. 12549. You may contact OEL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by OEL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions, provided by OEL without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph six of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, OEL may terminate this Contract for cause or default.

ATTACHMENT 5

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. 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 Contractor, through the duly-appointed undersigned representative, attests and certifies that the Contractor will provide a drug-free workplace by the following actions –

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - 1. 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 approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A-F.
- H. Notwithstanding, it is not required to provide the workplace address under the Contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:

Administrative Office

Episcopal Children's Services, Inc.
8443 Baymeadows Rd.
Jacksonville, Florida 32256
904-726-1500
Fax: 904-726-1520
Duval County

Baker County One Stop

418 8th Street South
Macclenny, Florida 32063
904-259-4225
Fax: 904-259-9169

Bradford County One Stop

1080 North Pine Street
Starke, Florida 32091
904-964-1543
Fax: 904-964-5863

Clay County One Stop

Fleming Island Business Park
1845 Town Center Blvd., Ste. 150
Orange Park, Florida 32003
904-213-3939
Fax: 904-278-2099

Nassau County One Stop

96042 Lofton Square
Yulee, FL 32097
904-432-0009, ext. 2626
Fax: 904-277-7219

Putnam County One Stop

821 State Road 19 South
Palatka, FL 32177
386-385-3450
Fax: 904-491-3632

St. Johns County One Stop

Five Clark Street
St. Augustine, FL 32084
904-770-2565
Fax: 904-429-7604

Check () if there are workplaces on files that are not identified here.

Check () if any additional page was required for the listing of the workplaces.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

ATTACHMENT 6 SLIDING FEE SCHEDULE

Sliding Fee Scale for North Florida Coalition
Effective date July 1, 2017

Florida's Office of Early Learning DRAFT SLIDING FEE SCHEDULE

DAILY FEE		----- Annual Gross Income - Number of persons in Family -----															
Full-Time	Part-Time	FPL as indicated unless exceeds	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0.80	0.40	85% SMI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		50%FPL	6,030	8,120	10,210	12,300	14,390	16,480	18,570	20,660	22,750	24,840	26,930	29,020	31,110	33,200	35,290
1.60	0.80		6,031	8,121	10,211	12,301	14,391	16,481	18,571	20,661	22,751	24,841	26,931	29,021	31,111	33,201	35,291
		75%FPL	9,045	12,180	15,315	18,450	21,585	24,720	27,855	30,990	34,125	37,260	40,395	43,530	46,665	49,800	52,935
2.40	1.20		9,046	12,181	15,316	18,451	21,586	24,721	27,856	30,991	34,126	37,261	40,396	43,531	46,666	49,801	52,936
			12,059	16,239	20,419	24,599	28,779	32,959	37,139	41,319	45,499	49,679	53,859	58,039	62,219	66,399	70,579
3.20	1.60		12,060	16,240	20,420	24,600	28,780	32,960	37,140	41,320	45,500	49,680	53,860	58,040	62,220	66,400	70,580
		FPL	14,070	18,947	23,824	28,701	33,578	38,454	43,331	48,208	53,085	57,962	62,838	67,715	72,592	77,469	82,346
4.00	2.00		14,071	18,948	23,825	28,702	33,579	38,455	43,332	48,209	53,086	57,963	62,839	67,716	72,593	77,470	82,347
		85% SMI	16,081	21,654	27,228	32,802	38,375	43,949	49,522	55,096	60,670	66,243	71,817	77,391	82,964	88,538	91,420
			16,081	21,654	27,228	32,802	38,375	43,949	49,522	55,096	60,670	66,243	71,817	77,391	82,964	88,538	94,111
4.80	2.40		16,082	21,655	27,229	32,803	38,376	43,950	49,523	55,097	60,671	66,244	71,818	77,392	82,965	88,539	94,112
		85% SMI												86,245	87,970	89,695	
		150%FPL	18,090	24,360	30,630	36,900	43,170	49,440	55,710	61,980	68,250	74,520	80,790	87,060	93,330	99,600	105,870
5.60	2.80		18,091	24,361	30,631	36,901	43,171	49,441	55,711	61,981	68,251	74,521	80,791	87,061	93,331	99,601	105,871
			18,793	25,307	31,820	38,334	44,848	51,362	57,875	64,389	70,903	77,416	83,930	90,444	96,957	103,471	109,985
6.40	3.20		18,794	25,308	31,821	38,335	44,849	51,363	57,876	64,390	70,904	77,417	83,931	90,445	96,958	103,472	109,986
		85% SMI											84,520				
			19,496	26,254	33,011	39,768	46,526	53,283	60,041	66,798	73,555	80,313	87,070	93,827	100,585	107,342	114,100
7.20	3.60		19,497	26,255	33,012	39,769	46,527	53,284	60,042	66,799	73,556	80,314	87,071	93,828	100,586	107,343	114,101
		85% SMI										82,795					
			20,199	27,200	34,201	41,203	48,204	55,205	62,206	69,207	76,208	83,209	90,210	97,211	104,212	111,213	118,214
8.00	4.00		20,200	27,201	34,202	41,204	48,205	55,206	62,207	69,208	76,209	83,210	90,211	97,212	104,213	111,214	118,215
			20,902	28,147	35,392	42,637	49,881	57,126	64,371	71,616	78,861	86,105	93,350	100,595	107,840	115,084	122,329
8.80	4.40		20,903	28,148	35,393	42,638	49,882	57,127	64,372	71,617	78,862	86,106	93,351	100,596	107,841	115,085	122,330
		85% SMI									81,070						
			21,605	29,094	36,582	44,071	51,559	59,048	66,536	74,025	81,513	89,002	96,490	103,979	111,467	118,956	126,444
9.60	4.80		21,606	29,095	36,583	44,072	51,560	59,049	66,537	74,026	81,514	89,003	96,491	103,980	111,468	118,957	126,445
		185%FPL	22,311	30,044	37,777	45,510	53,243	60,976	68,709	76,442	84,175	91,908	99,641	107,374	115,107	122,840	130,573
10.40	5.20		22,312	30,045	37,778	45,511	53,244	60,977	68,710	76,443	84,176	91,909	99,642	107,375	115,108	122,841	130,574
		85% SMI								79,345							
			23,216	31,262	39,309	47,355	55,402	63,448	71,495	79,541	87,588	95,634	103,681	111,727	119,774	127,820	135,867
11.20	5.60		23,217	31,263	39,310	47,356	55,403	63,449	71,496	79,542	87,589	95,635	103,682	111,728	119,775	127,821	135,868
		200%FPL	24,120	32,480	40,840	49,200	57,560	65,920	74,280	82,640	91,000	99,360	107,720	116,080	124,440	132,800	141,160
12.00	6.00		24,121	32,481	40,841	49,201	57,561	65,921	74,281	82,641	91,001	99,361	107,721	116,081	124,441	132,801	141,161
		85% SMI							77,620								
			25,929	34,916	43,903	52,890	61,877	70,864	79,851	88,838	97,825	106,812	115,799	124,786	133,773	142,760	151,747
12.80	6.40		25,930	34,917	43,904	52,891	61,878	70,865	79,852	88,839	97,826	106,813	115,800	124,787	133,774	142,761	151,748
			27,738	37,352	46,966	56,580	66,194	75,808	85,422	95,036	104,650	114,264	123,878	133,492	143,106	152,720	162,334
13.60	6.80		27,739	37,353	46,967	56,581	66,195	75,809	85,423	95,037	104,651	114,265	123,879	133,493	143,107	152,721	162,335
		85% SMI	29,898	39,098	48,297	57,497	66,696	75,895									

Parents receiving hourly care pay up to the part time fee.
Note: 10% Parent Fee was calculated using 260 days.
Refer to 6M-4.400, F.A.C.
Income 85% State Median Income: Upper threshold for eligibility

2017 Poverty Level (FPL) effective January 26, 2017

Please answer the following questions:

- (1) If there is a sibling discount what is the percentage? 50%
- (2) If any family pays more than 10% of their gross income for child care, please complete and attach the justification form that explains how the fees will not limit parent access to services. N/A
- (3) Describe at what points during the year school age schedules are adjusted. For example, beginning of summer, end of summer, spring break, etc. The beginning and ending of summer.

ATTACHMENT 7-A

PROVIDER REIMBURSEMENT RATE SCHEDULE Baker County

Early Learning Coalition of North Florida - Baker County									
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/17)									
Full-Time Daily Rates (Completed by COALITION)									
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal Differential	Family Child Care Homes	Informal Providers	Before or After School	
(INF)	<12 MTH	23.00	4.60	21.80	4.36	21.90	10.95		
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	9.30		
(2YR)	24 <36 MTH	16.00	3.20	16.00	3.20	16.00	8.00		
(PR3)	36 <48 MTH	15.60	3.12	14.00	2.80	14.00	7.00		
(PR4)	48 <60 MTH	15.60	3.12	14.00	2.80	14.00	7.00		
(PR5)	60 <72 MTH	15.60	3.12	14.00	2.80	14.00	7.00		
(SCH)	In School	12.60	2.52	12.00	2.40	12.00	6.00	N/A	
Part-Time Daily Rates (Completed by COALITION)									
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Providers	Before or After School	
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	7.20		
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	6.30		
(2YR)	24 <36 MTH	8.00	1.60	8.00	1.60	8.00	4.00		
(PR3)	36 <48 MTH	8.00	1.60	8.00	1.60	8.00	4.00		
(PR4)	48 <60 MTH	8.00	1.60	8.00	1.60	8.00	4.00		
(PR5)	60 <72 MTH	8.00	1.60	8.00	1.60	8.00	4.00		
(SCH)	In School	8.00	1.60	8.00	1.60	8.00	4.00	N/A	
Special Needs Rate (Completed by COALITION)									
CARE CODE	Description	Full Time			Part Time				
(SPCR)	Special Needs	23.00			15.00				

ATTACHMENT 7-B
PROVIDER REIMBURSEMENT RATE SCHEDULE
Bradford County

Early Learning Coalition of North Florida - Bradford County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/17)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal Differential	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	10.95	
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	9.30	
(2YR)	24 <36 MTH	16.00	3.20	16.00	3.20	16.00	8.00	
(PR3)	36 <48 MTH	15.60	3.12	14.00	2.80	14.00	7.00	
(PR4)	48 <60 MTH	15.60	3.12	14.00	2.80	14.00	7.00	
(PR5)	60 <72 MTH	15.60	3.12	14.00	2.80	14.00	7.00	
(SCH)	In School	12.00	2.40	12.00	2.40	12.00	6.00	N/A
Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	7.20	
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	6.30	
(2YR)	24 <36 MTH	8.00	1.60	8.00	1.60	8.00	4.00	
(PR3)	36 <48 MTH	8.00	1.60	8.00	1.60	8.00	4.00	
(PR4)	48 <60 MTH	8.00	1.60	8.00	1.60	8.00	4.00	
(PR5)	60 <72 MTH	8.00	1.60	8.00	1.60	8.00	4.00	
(SCH)	In School	9.00	1.80	10.00	2.00	10.00	5.00	N/A
Special Needs Rate (Completed by COALITION)								
CARE CODE	Description	Full Time			Part Time			
(SPCR)	Special Needs	23			15			

ATTACHMENT 7-C
PROVIDER REIMBURSEMENT RATE SCHEDULE
Clay County

Early Learning Coalition of North Florida - Clay County									
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/17)									
		Full-Time Daily Rates (Completed by COALITION)							
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differenti al	Large Family Child Care Homes	Gold Seal Differenti al	Family Child Care Homes	Informal Provider s	Before or After School	
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	10.95		
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	9.30		
(2YR)	24 <36 MTH	18.60	3.72	16.20	3.24	16.20	8.10		
(PR3)	36 <48 MTH	16.85	3.37	15.90	3.18	15.90	7.95		
(PR4)	48 <60 MTH	16.85	3.37	15.90	3.18	15.90	7.95		
(PR5)	60 <72 MTH	16.85	3.37	15.90	3.18	15.90	7.95		
(SCH)	In School	15.00	3.00	12.00	2.40	12.00	6.00	n/a	
		Part-Time Daily Rates (Completed by COALITION)							
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differenti al	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Provider s	Before or After School	
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	7.20		
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	6.30		
(2YR)	24 <36 MTH	14.55	2.91	12.60	2.52	12.60	6.30		
(PR3)	36 <48 MTH	12.80	2.56	11.20	2.24	11.20	5.60		
(PR4)	48 <60 MTH	12.80	2.56	11.20	2.24	11.20	5.60		
(PR5)	60 <72 MTH	12.80	2.56	11.20	2.24	11.20	5.60		
(SCH)	In School	10.08	2.02	10.20	2.04	10.20	5.10	N/A	
		Special Needs Rate (Completed by COALITION)							
CARE CODE	Description	Full Time			Part Time				
(SPCR)	Special Needs	23.00			15.00				

**ATTACHMENT 7-D
PROVIDER REIMBURSEMENT RATE SCHEDULE
Nassau County**

Early Learning Coalition of North Florida - Nassau County									
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/17)									
Full-Time Daily Rates (Completed by COALITION)									
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal Differential	Family Child Care Homes	Informal Providers	Before or After School	
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	10.95		
(TOD)	12<24 MTH	19.00	3.80	17.00	3.40	17.00	8.50		
(2YR)	24 <36 MTH	17.42	3.48	16.00	3.20	16.00	8.00		
(PR3)	36 <48 MTH	16.80	3.36	14.00	2.80	14.00	7.00		
(PR4)	48 <60 MTH	16.80	3.36	14.00	2.80	14.00	7.00		
(PR5)	60 <72 MTH	16.80	3.36	14.00	2.80	14.00	7.00		
(SCH)	In School	13.20	2.64	12.00	2.40	12.00	6.00	n/a	
Part-Time Daily Rates (Completed by COALITION)									
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Providers	Before or After School	
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	7.20		
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	6.30		
(2YR)	24 <36 MTH	12.48	2.50	8.00	1.60	8.00	4.00		
(PR3)	36 <48 MTH	10.85	2.17	8.00	1.60	8.00	4.00		
(PR4)	48 <60 MTH	10.85	2.17	8.00	1.60	8.00	4.00		
(PR5)	60 <72 MTH	10.85	2.17	8.00	1.60	8.00	4.00		
(SCH)	In School	8.00	1.60	8.00	1.60	8.00	4.00	N/A	
Special Needs Rate (Completed by COALITION)									
CARE CODE	Description	Full Time			Part Time				
(SPCR)	Special Needs	23.00			15				

ATTACHMENT 7-E

PROVIDER REIMBURSEMENT RATE SCHEDULE Putnam County

Early Learning Coalition of North Florida - Putnam County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/17)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal Differential	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	10.95	
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	9.30	
(2YR)	24 <36 MTH	15.00	3.00	16.00	3.20	16.00	8.00	
(PR3)	36 <48 MTH	15.00	3.00	15.00	3.00	15.00	7.50	
(PR4)	48 <60 MTH	14.40	2.88	15.00	3.00	15.00	7.50	
(PR5)	60 <72 MTH	14.40	2.88	15.00	3.00	15.00	7.50	
(SCH)	In School	13.00	2.60	13.00	2.60	13.00	6.50	13.00
Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	7.20	
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	6.30	
(2YR)	24 <36 MTH	11.25	2.25	12.00	2.40	12.00	6.00	
(PR3)	36 <48 MTH	11.25	2.25	11.25	2.25	11.25	5.63	
(PR4)	48 <60 MTH	10.80	2.16	11.25	2.25	11.25	5.63	
(PR5)	60 <72 MTH	10.80	2.16	11.25	2.25	11.25	5.63	
(SCH)	In School	9.75	1.95	9.75	1.95	9.75	4.88	9.75
Special Needs Rate (Completed by COALITION)								
CARE CODE	Description	Full Time			Part Time			
(SPCR)	Special Needs	23.00			15.00			

ATTACHMENT 7-F
PROVIDER REIMBURSEMENT RATE SCHEDULE
St. Johns County

Early Learning Coalition of North Florida - St. Johns County								
DAILY PAYMENT-RATE SCHEDULE (Effective 07/01/15)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal Differential	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH	27.00	5.40	22.00	4.40	22.00	11.00	
(TOD)	12<24 MTH	22.29	4.46	19.43	3.89	19.43	9.71	
(2YR)	24 <36 MTH	22.29	4.46	19.43	3.89	19.43	9.71	
(PR3)	36 <48 MTH	20.70	4.14	19.20	3.84	19.20	9.60	
(PR4)	48 <60 MTH	20.70	4.14	17.60	3.52	17.60	8.80	
(PR5)	60 <72 MTH	20.70	4.14	17.60	3.52	17.60	8.80	
(SCH)	In School	19.05	3.81	14.40	2.88	14.40	7.20	19.05
Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH	22.56	4.51	16.50	3.30	16.50	8.25	
(TOD)	12<24 MTH	19.67	3.93	13.60	2.72	13.60	6.80	
(2YR)	24 <36 MTH	19.67	3.93	12.80	2.56	12.80	6.40	
(PR3)	36 <48 MTH	17.25	3.45	12.80	2.56	12.80	6.40	
(PR4)	48 <60 MTH	17.25	3.45	12.00	2.40	12.00	6.00	
(PR5)	60 <72 MTH	17.25	3.45	12.00	2.40	12.00	6.00	
(SCH)	In School	11.60	2.32	10.80	2.16	10.80	5.40	Before & After \$11.00 Before only \$2.60 After \$9.00
Special Needs Rate (Completed by COALITION)								
CARE CODE	Description	Full Time			Part Time			
(SPCR)	Special Needs	19.05			11.60			

ATTACHMENT 8
HOLIDAY SCHEDULE

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day

Contractor may substitute up to 6 other days for any of the holidays on the list, with Coalition approval. No more than 12 holidays will be paid in a contract year.

ATTACHMENT 9 SCHOOL READINESS BUDGET

State of Florida Notice of Award No. SR438	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF	G1602FLTANF (29.04%)
93.575 / CCDF Discretionary	G1602FLCCDF (39.39%)
93.596 / CCDF Mandatory	G1602FLCCDF (31.47%)
93.667 / SSBG	G1601FLSOSR (0.09%)
	Grand Total 100%

Description		OCA	ECS Dollar Amounts	Coalition Dollar Amounts	TOTALS (NOA Amounts)
General Administration		97BBA, 97FIR, 97LCA	\$354,481	\$421,283	\$775,764
Non-direct Services		97BBD	246,790	0	246,790
Systems		97SYS	0	0	0
Eligibility Determination		97BDE	669,351	0	669,351
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT		741,383	260,667	1,002,050
Infant & Toddler Services		97INT, 97ICR, 97IAS, 97ICS	233,411	0	233,411
Inclusion		97QIN	117,308	0	117,308
Resource & Referral		97Q14	247,764	0	247,764
Total Non-Slots		(Non-Direct)	\$2,610,488	\$681,950	\$3,292,438
Gold Seal Payments		97GSD	520,000	0	520,000
Slots, to include: *CCEP funding of \$21,960 and *Contracted Slots funding of \$269,886			11,724,193	0	11,724,193
Total Slots		(Direct Services)	\$12,244,762	\$0	\$12,244,762
Grand Total			\$14,855,250	\$681,950	\$15,537,200

Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

Performance Funding Project (OEL NOA #PP437) (CFDA# 93.575 CCDF, Federal Award No. G1602FLCCDF – 100% funding) (DUNS #130220796) Total (total dollar amount up to and not to exceed)	\$241,107
Pay for Performance (through the University of Florida) Contract 1 Contract 2 Total (total dollar amount up to and not to exceed)	\$27,650 30,625 \$58,275

**ATTACHMENT 10
VOLUNTARY PREKINDERGARTEN BUDGET**

**Episcopal Children's Services and
The Early Learning Coalition of North Florida
2017/2018 VPK Budget**

State of Florida Notice of Award No.SV438/CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPADM	\$164,652
VPK Enrollment	VPENR	187,520
VPK Monitoring	VPMON	105,195
Total ECS Administrative Costs (up to 3.6% of slots earned)		\$457,367
<i>Coalition Administrative Costs</i> (up to 0.4% of slots earned)		\$50,819
Total Non-Slots (ECS + Coalition) (4% of slots earned)		\$508,186
Direct Services - Slots		12,704,650
Grand Total		\$13,212,836

**Supplemental VPK Outreach and Awareness and Monitoring
Initiative Grant (VPK OAMNI)**

NOTICE OF AWARD NUMBER OA438 / CFSA#48.108 (100%)	
Total (for VPK outreach/awareness, and monitoring)	\$32,284

ATTACHMENT 11

Cost Items Requiring Prior Approval

Items	Ref # from OMB A-87	Ref # from OMB A- 122	A-87 – State, Local & Governments (Attachment B) ⁽¹⁾	A-122 – Non Profit Organizations (Attachment B) ⁽¹⁾	Is Annual Approval Available? ⁽²⁾
Advisory councils	2	2	Required	Required	YES
Audit services	4	4	Other than A-133	Other than A-133	NO
Compensation for personnel services	8	8	N/A	Certain overtime, etc.	YES
Compensation for personnel services	8	8	Some pension	Unemployment compensation on an actual payment method	YES
Compensation for personnel services	8	8	Abnormal or mass severance pay	Personal use of company owned or company leased vehicle	NO
Compensation for personnel services	8	8	N/A	Certain severance for foreign nationals	NO
Compensation for personnel services	8	8	Substitute systems to allocate salaries and wages	Substitute systems to allocate salaries and wages	NO
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement	10	10	N/A	Required	NO
Depreciation and use allowances	11	11	Changes in methods	Changes in methods	NO
Equipment and other capital expenditures	15	15	Required to expense at time of purchase	Required to expense at time of purchase	NO
Fines and penalties	16	16	Not allowed unless incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency ⁽³⁾	Not allowed unless incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency ⁽³⁾	NO
Gains and losses on depreciable assets	18	18	Substantial relocation of Federal Programs	N/A	NO
Housing and personal living expenses	-	20	N/A	Required	NO
Interest	23	23	N/A	Relocation	NO
Memberships, subscriptions, and professional activity costs	28	30	Civic, community or social organizations	Civic or community organizations	NO
Organization costs	-	31	N/A	Required	NO
Participant support costs	-	33	N/A	Required	YES
Pre-award/Pre-agreement costs	31	36	Required	Required	NO
Proposal costs	33	-	Required if direct charge	-	YES
Rearrangement and alteration costs	35	39	Special for project	Special for project	NO
Selling and marketing	39	45	N/A	Required	NO
Training costs	42	49	N/A	Full-time, post- graduate education	NO
Travel costs	43	51	Travel of officials under general government expenses/Foreign travel	Foreign travel	NO

Notes:

(1) The cost items listed here require written prior approval.

(2) "NO" answers indicate that this administrative requirement is not eligible for approval using the Annual Prior Approval Request Form. To obtain approval for this item, the "Prior Approval Request Form-Other Individual Items" must be completed and submitted to the ELC for approval.

"YES" answers indicate that this cost item is eligible for approval using the Annual Prior Approval Request Form.

(3) Charges for emergency personnel, like police, to respond to security alarms, however termed, are considered allowable user fees, not Fines and Penalties requiring prior approval.

ATTACHMENT 12

Administrative Requirements Requiring Prior Approval

Provision Requiring Prior Approval ⁽¹⁾	Common Rule for Governments (45 CFR 92) ⁽²⁾	A-110 for Nonprofit Organizations ⁽²⁾	Is Annual Approval Available? ⁽³⁾
Change in scope or objective	____.30(d)(1)	____.25(c)(1)	NO
Change in key person	____.30(d)(3)	____.25(c)(2)	NO
Absence 3 months/25% of key person	N/A	____.25(c)(3)	NO
Need for additional Federal funding	____.30(c)(1)(i) + ____30(c)(2)	____.25(c)(4)	NO
Transfers between direct & indirect costs	N/A	____.25(c)(5)	NO
Items in cost principles requiring prior approval	____.30(b)	____.25(c)(6)	NO
Transfer of training allowances to other categories	____.30(c)(1)(iii)	____.25(c)(7)	NO
Contracting out any work under an award	____.30(d)(4)	____.25(c)(8)	NO
Carry forward unobligated balances	N/A	____.25(e)(3)	NO
Extension of expiration date of award	____.30(d)(2)	____.25(e)(2)	NO
Incur pre-award costs	N/A	____.25(e)(1)	NO
Transfer of funds among direct cost categories in projects over \$100,000 or 10%	____.30(c)(1)(ii)	____.25(f)	NO
Transfers between construction & non-construction	____.30(c)(3)	____.25(j)	NO
Extension to liquidate obligations	____.23(b)	____.71(b)	NO
Full value of real property or equipment as match	____.24(e)	____.23(g)(2)	NO
Use of unrecovered indirect as match	N/A	____.23(b)	NO
Disposition of real property	____.31(c)	____.32(c)	NO
Encumbrance of real property	N/A	____.32(a)	NO
Use of real property in other projects	N/A	____.32(b)	NO
Disposition of equipment FMV \$5,000 or more	____.32(c) & (f)	____.34(g)	NO
Encumbrance of equipment	N/A	____.34(c)	NO
Replacement of equipment	____.32(c)(4)	____.34(e)	NO
Encumbrance and disposition of intangible property	N/A	____.36(e)	NO
Substitution of copies for original records.	N/A	____.53(c)	YES

Notes:

(1) The administrative requirements listed here require written prior approval by the awarding agency.

(2) The OMB Circular or other federal regulation reference number has been provided for each administrative requirement referenced.

(3) NO" answers indicate that this administrative requirement is not eligible for approval using the Annual Prior Approval Request Form. To obtain approval for this item, the "Prior Approval Request Form-Other Individual Items" must be completed and submitted to the ELC for approval.

"YES" answers indicate that this cost item is eligible for approval using the Annual Prior Approval Request Form.

ATTACHMENT 13

Early Learning Coalition of North Florida Annual Prior Approval Request Form			
From _____ through _____			
Request Date:			
Subrecipient Capitalization Threshold:			
Name of Subrecipient/Subcontractor:			
Name / Title of Subcontractor Representative:			
Applicable OMB Guidance:	Common Rule/A-87 _____	A-110/A-122 _____	
ELC Use Only			
Approved / Declined:			
Disposition Date:			
Prior Approval Items		Annual Approval Requested? (Yes or No)	Estimated Annual Total for Cost Item Activity
Administrative Requirements			
Substitution of copies for original records			
Selected Cost Items			
Advisory councils			
Compensation for personnel services- certain overtime, etc.			
Compensation for personnel services- unemployment compensation on an actual payment method			
Participant support costs			
Proposal costs			
TOTALS			
Notes:			
ELC's granting of prior approval is given based on the limited facts presented as justification for the proposed expenditure. In the event that the actual expenditure is not in accordance with the facts presented or OMB requirements, the expenditure can still be questioned or disallowed. Factors affecting this include, but are not limited to:			
Inadequate documentation;			
Failure to follow internal, state, or federal policies;			
Expenditure is not necessary and reasonable or			
Failure to comply with applicable federal law or regulations.			

ATTACHMENT 14

ELC of North Florida Prior Approval Request Form – Other Individual Items

For the Equipment and other capital expenditure cost item, this prior approval request form must be used for any expenditure that meets the lesser of the capitalization threshold established by the subrecipient/subcontractor or \$5,000. It is also used for all other prior approval requests not authorized by the annual prior approval available for a specific period.

Request Date:

TO: ELC Finance Manager

Subcontractor Name:

Subcontractor Capitalization Threshold: \$

Prior Approval for: Cost Item(s) Administrative Requirement

Is this a request for retro-active approval? Yes No
If yes, enter action date:

Applicable OMB Circulars: Common Rule/OMB A-87 OMB A-110/A-122

ELC Use Only:

Approved Declined

Disposition Date:

Narrative Summary: *[Provide sufficient description and other information here for the specific prior approval requested to allow the ELC to determine whether the request is necessary and reasonable for the program. For example, if you are requesting new equipment you would need to demonstrate the necessity of the addition, describe how you currently operate without the equipment, and explain how the addition of the equipment will enhance your productivity or reduce costs, an explanation of your cost/price analysis, etc.]*

Cost Summary: *[Where applicable, provide estimated cost amount here. Include line item detail of expenditure(s), if needed. If more room is needed, please attach additional information to this request form.]*
\$

Proposed Funding Source: *[Where applicable, provide estimated funding source/grant program here. Generally you should specify that the purchase will be charged to programs in accordance with your approved cost allocation plan.]*

Additional Information: *[Include any additional information, research or other comments you feel necessary for the ELC to complete an analysis of this*

approval request. For example, if purchasing new equipment, please explain if any existing equipment will be traded or disposed and if any proceeds from sale of existing equipment will be utilized in the purchase.]

Certification Statement:

PLEASE NOTE THAT TRANSMISSION OF THIS REQUEST FORM TO THE ELC INDICATES YOUR ACKNOWLEDGEMENT OF APPLICABLE PURCHASING POLICIES AND/OR PROCUREMENT STANDARDS FROM THE OMB CIRCULARS OR OTHER PROGRAM GUIDELINES. TRANSMISSION OF THIS REQUEST FORM TO THE ELC ALSO INDICATES COMPLIANCE WITH THE ABOVE-MENTIONED STANDARDS.

NAME/TITLE OF PERSON COMPLETING FORM:

DATE SIGNED:

ADDITIONAL INFORMATION ATTACHED: YES ☐ NO ☐

The ELC's granting of prior approval is given based on the limited facts presented as justification for the proposed expenditure. In the event that the actual expenditure is not in accordance with the facts presented or OMB requirements, the expenditure can still be questioned or disallowed. Factors affecting this include, but are not limited to:

- Inadequate documentation;**
- Failure to follow internal, state, or federal policies;**
- Expenditure is not necessary and reasonable or**
- Failure to comply with applicable federal law or regulations.**

ATTACHMENT 15

CONTRACT ASSURANCES AND CERTIFICATIONS

The Coalition will not award a contract where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs**
- B. Certification Regarding Convicted and Discriminatory Vendor List, Section 287.133 Florida Statutes**
- C. Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes**
- D. Facility Accessibility Statement**
- E. Separation of VPK and SR Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54**
- F. Audit Requirements**
- G. Certification Regarding Immigration Status**
- H. Certification Regarding Standards of Conduct**
- I. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organizations for Reform Now (ACORN)**
- J. The Transparency Act**
- K. Scrutinized Companies Lists Provisions and Certification (s. 287.135, F.S.)**
- L. Certification Regarding Subrecipient Monitoring**
- M. Assurance for Proper Expenditure Reporting**
- N. CCDF Salary Cap Annual Testing Requirements**
- O. Certification regarding non-profit organization status as a non-major corporation**
- P. Certification of cost allocation plan or indirect cost rate proposal**
- Q. Procurement of Recovered Materials**
- R. Assurances - Construction Programs, if applicable**
- S. Other Miscellaneous/General Disclosures**
- T. Conflicts of Interest**
- U. Procurements and other Purchases**
- V. Property**
- W. Purchase of American-Made Equipment and Products**

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

A. Assurances – Non-Construction Programs

NOTE: Certain of these Assurances may not be applicable to the Contractor's project or program. If you have questions, please contact the Coalition.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Agreement.
2. 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.
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 receipt of approval of the Coalition.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to **nondiscrimination**. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.

1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the **Davis-Bacon Act** (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements. When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Department of Labor regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

For projects involving construction –

- The project is not inconsistent with the Florida DOE's overall plans for the construction of school facilities.
 - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
 - When federal program legislation requires, all construction contracts the recipients and subrecipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with **environmental standards** which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
15. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB 2 CFR § 200 Uniform Audit Requirements, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
16. 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).
17. Will comply with all applicable requirements of all other federal and state laws, executive order, regulations, and policies governing each funded program.
18. Will submit such reports as described in this agreement to the requesting agency to perform their duties. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
19. 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.
20. 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.

B. Certification Regarding Convicted Vendor List and Discriminatory Vendor List, Section 287.133 Florida Statutes

The Contractor hereby certifies, through the duly appointed representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, no placed on the convicted vendor list, suspended vendor list, or discriminatory vendor list, pursuant to s. 287.134, Florida Statutes, all of which are located at

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

The Contractor understands and agrees that it is required to inform the Coalition immediately upon any change of circumstances regarding this status.

C. Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes

(1) It shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

(2) The first violation of subsection (1) shall be a non-criminal violation as defined in s. 775.08(3) and, upon conviction, shall be punishable as provided in s. 775.082(5) by a civil fine of not more than \$500, regardless of the number of aliens with respect to whom the violation occurred.

(3) Any person who has been previously convicted for a violation of subsection (1) and who thereafter violates subsection (1), shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Any such subsequent violation of this section shall constitute a separate offense with respect to each unauthorized alien.

D. Facility Accessibility Statement

The Contractor attests that all program facilities have been properly inspected and evaluated for accessibility for all program participants, employees, and the general public. The contractor attests that all facilities have been determined to be up to code through appropriate building inspections.

E. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54

The Voluntary Prekindergarten (VPK) Education Program and the School Readiness Programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds. Records shall adequately identify the source and application of funds by OCA for each program/activity.

The Contractor hereby certifies that:

All School Readiness (Child Care Development fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue) funds will be expended solely for the operation of the School Readiness

Programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds disbursed for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.

F. Audit Requirements

The administration of resources awarded by the Coalition to the Contractor (also referred to in this section as the “Grantee”) are subject to audits and/or monitoring by the Coalition as described in this attachment.

(A) ACCOUNTING AND AUDITING REQUIREMENTS

1. The Grantee is subject to the requirements of 2 CFR § 200 Uniform Audit Requirements which states that audits must be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States 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 Grantee.
2. The Contractor shall provide the Coalition with an annual state single audit in accordance with state single audit requirements that s. 215.97, F.S., contains, and the Federal Single Audit Act. The Contractor is subject to monitoring and shall submit the related supporting documents requested in accordance with this Contract’s Scope of Work and the provisions of 2 CFR § 200 Uniform Audit Requirements.
3. During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, USDHHS, OEL or others as state or federal agencies designate may review operations of and records from the Contractor.
4. Any of these reviews may identify questioned costs. The Contractor shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed costs. Section 17.04, F.S., and 2 CFR § 200 Uniform Audit Requirements, require Contractors to repay disallowed federal and state program costs. Contractors/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
5. The Contractor 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, applicable OMB Circulars allow reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

(B) MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR § 200 Uniform Audit Requirements and section 215.97, Florida Statutes, as revised (see Section 4, “AUDITS” below), the Coalition may conduct or arrange for monitoring of activities of the Contractor. Such monitoring activities may include on-site visits by Coalition staff or contracted consultants, limited scope audits as defined by 2 CFR § 200 Uniform Audit Requirements (as revised), and/or other procedures. By entering into the agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Coalition. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the United States Department of Health and Human Services, the Florida Department of Financial Services, or the Florida Auditor General.

1. Related Party Disclosures

The Grantee shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 850, Related Party Disclosures. Generally accepted auditing standards (GAAS) require that financial statement auditors evaluate whether the related party transaction(s) are adequately disclosed in the financial statements. The Grantee will ensure that all possible related party (as defined by s. 112.3143(1)(b), F.S.) transactions are disclosed to the financial statement auditor(s). In addition, the grantee will ensure compliance with the applicable requirements of Chapter 112. The contractor agrees to follow all current coalition procurement policies and procedures to include special provisions for related party contracts. The contractor agrees to follow all current coalition procurement policies and procedures. This would include special provisions for related party contracts and prior Coalition approval for any related party contract over \$25,000.

2. Internal Controls – audit or documentation

The Grantee shall also obtain the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The Contractor will keep these work papers onsite as part of their financial records and will provide a copy to the Coalition as part of Grantee reporting package per the instructions in this attachment, section 5, Report Submission.

3. Internal Controls – annual self-assessment

The Contractor is required to perform a self-assessment of internal controls by completing the annual Internal Control Questionnaire (ICQ). The Contractor shall provide a copy of the completed annual ICQ to the Coalition, through email to the Coalition's Finance Manager, by September 30 of each grant award period unless other instructions are provided by the Coalition in writing.

The annual ICQ will help the Contractor document that the primary objectives of internal controls pertaining to compliance requirements for Federal Programs, including the following, are met, in accordance with 2 CFR § 200.303:

- The Contractor properly records and accounts for transactions.
- The Contractor executes transactions in compliance with laws, regulations and contract provisions.
- The Contractor safeguards funds, property and other assets against loss due to unauthorized use or disposition.
- Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the Federal awarding agency or OEL consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- OEL/ELC will provide the annual ICQ form in electronic format to the Contractor by July 1 of each award period, unless OEL/ELC make other arrangements. Each Contractor shall submit the completed ICQ and any other supporting files considered necessary electronically to the ELC.

1. Audits

1.1. Federally-funded

This section is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR §200.

1.1.1. In the event that the Contractor expends \$750,000 or more in federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200 and all applicable federal regulations. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DOE. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200.502.

1.1.2. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 2 CFR §§200.508 through 200.512.

- Financial statements and schedule of expenditures of federal awards (SEFA) discussed in sections 200.510(a) and (b).
- Summary schedule of prior audit findings as discussed in section 200.511(b).
- Obtain auditor report(s) discussed in section 200.515.
- Obtain auditor findings (if any) as discussed in section 200.516.
- Corrective action plan responses discussed in section 200.511 (c).
- Such audits shall cover the entire grantee organization for the organization's fiscal year.
- The SEFA shall identify expenditures by grant award/contract number for each grant award/contract with OEL in effect during the audit period unless otherwise disclosed as discussed in section 200.510(b)(2).
- The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant.
- The grantee shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to OEL grant award(s)/agreement(s)/contract(s) involved.
- The audit procedures and the 2 CFR §200 audit reports must include OEL's annual financial monitoring report results.

1.1.3. If the Contractor expends less than \$750,000 in federal awards in its fiscal year, OEL does not require an audit conducted in accordance with the provisions of 2 CFR §200. If the Contractor expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR §200, then the cost of the audit must be paid from non-federal resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).

1.1.4. Although the audit provisions of 2 CFR §200 ordinarily do not apply to for-profit subcontractors/sub-grantees, in the case of federal funding from the USDHHS, 2 CFR §200 does apply to commercial for-profit material service organizations, administrative entities, central agencies and other similar organizations. See 45 CFR Part 75.501 for further details.

- 1.1.5. Find links to several Federal Single Audit Act resources at the following website: Federal Single Audit Act Resources.
- 1.2. State-funded
- 1.2.1. This part is applicable if the Contractor is a non-state entity as the Florida Single Audit Act (s. 215.97(2), F.S.) defines.
- 1.2.2. In the event the Contractor expends \$500,000 or more of state financial assistance in any fiscal year, the Contractor 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.
- 1.2.3. In connection with the state-funded audit requirements above, the Contractor 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 Contractor 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 IV of the OEL Grant Agreement.
- 1.2.4. If the Contractor 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 Contractor elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).
- 1.2.5. 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.
- 1.2.6. Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

2. Report submission

- 2.1. The Contractor shall submit copies of reporting packages (including proof for the receipt date by the Contractor, any management letter(s) issued by the auditor and corrective action plan responses prepared by the Contractor) for audits conducted in accordance with 2 CFR §200, and as Section 4.1 of the OEL Grant agreement requires, directly to each of the addresses indicated.

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 e-mail of the financial reporting package to the **Coalition's Finance Manager** and OEL at the following address –

Inspector General*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

Email: inspector.general@oel.myflorida.com

- Submit one electronic copy of the financial reporting package to OEL at the SharePoint ELC site, FMSAS/Annual Audit Files.*
- The Federal Audit Clearinghouse (FAC), in 2 CFR §200, requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c), to FAC at: [Federal Audit Clearinghouse's Internet Data Entry System](#).

- 2.2. The Contractor shall submit copies of financial reporting packages that Section 4.2 of the OEL Grant agreement requires (including proof for the receipt date by the Contractor, any management letter(s) issued by the auditor and corrective action plan responses prepared by the Contractor) 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 e-mail of the financial reporting package to the **Coalition's Finance Manager** and OEL at the following address –

Inspector General
Office of Early Learning
250 Marriott Drive

Tallahassee, FL 3239

Email: inspector.general@oel.myflorida.com

– Submit one electronic copy of the financial reporting package to OEL at SharePoint ELC site, FMSAS/Annual Audit Files.*

– Submit one paper copy by mail and one electronic copy by e-mail 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

Website – 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 2 CFR §200, 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 Contractor shall indicate in correspondence accompanying the reporting packages the date the auditors to the Contractor delivered the reporting package to the Contractor.
- All items Auditor General Rule 10.656(3) requires, as described on [the Auditor General's Financial Reporting Package Submittal Checklist](#) and the related [checklist instructions](#), must be included for a reporting package to be considered complete.

G. Certification Regarding Immigration Status

The Contractor certifies that it agrees to comply with the provision of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC § 1611), ensuring that only individuals eligible for CCDF services receive them.

H. Certification Regarding Standards of Conduct

The Contractor certifies that it shall comply with the provisions of the Health and Human Services Grant Policy Statement and **45 CFR 92.36(b)(3)** regarding standards of conduct by establishing safeguards to prohibit employees and Board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

I. Certification Prohibiting Distribution of Funds to the Association of Community Organizations for Reform Now (ACORN)

In accordance with Public Law 111-117, no federal funds made available under the Early Learning Grant Agreement may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

J. 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 Sub-award and Executive Compensation reporting requirements of “the Transparency Act” (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at [the USDHHS ACF website](#).

****This assurance may require a separate form to be completed and submitted to the Coalition by August 1 of each contract/fiscal year.**

K. Scrutinized Companies Lists Provisions and Certification (s. 287.135, F.S.)

Scrutinized Companies Lists Provisions and Certification – section 287.135, Florida Statutes – If this Agreement is for goods or services of \$1 million or more and entered into or renewed on or after July 1, 2011, then the Office of Early Learning and/or the Early Learning Coalition of North Florida may terminate this contract at its sole option if the Contractor is found to have submitted false certification as provided under subsection (5) of s. 287.135, F.S., or been placed on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to s. 215.473, F. S.

If this Agreement is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135, F. S., the Contractor, by signing this Agreement, hereby certifies that it is not listed on either the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

L. Certification Regarding Subrecipient Monitoring

The Contractor certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subrecipients, or will establish and implement these monitoring procedures should the Contractor acquire a subrecipient.

M. Assurance 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.”

N. CCDF Salary Cap Annual Testing Requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that Contractor may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. Contractors may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for **calendar year 2015 is \$183,300** and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The Contractor shall apply this salary limitation to subawards/subcontracts under an ACF grant or cooperative agreement (Child Care Development Grant Funds Program Specific Terms and Conditions for State and Territory Grantees, V.2013.1 (12/2012)).

1. ELC subrecipients may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. ELC subrecipients must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. ELC subrecipients should perform and document an annual analysis using W-2 data.
4. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
5. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.

O. Certification regarding non-profit organization status as a non-major corporation

In accordance with 2 CFR §200.415, *Required Certifications*, the non-profit organization as appropriate must certify it does not meet the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct Federal funding.

_____ The Contractor is not a major nonprofit organization.

_____ The Contractor is a major nonprofit organization.

P. Certification of cost allocation plan or indirect cost rate proposal

In accordance with 2 CFR §200.415, *Required Certifications*, the Contractor must certify the submitted cost allocation plan or indirect cost rate proposal, as instructed by the Coalition. OEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the Office at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details please contact OEL.

Q. Procurement of Recovered Materials

(a) Pursuant to 2 CFR §§200.317, *Procurements by states*, and §200.322, *Procurement of recovered materials*, the Contractor will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.

- (i) procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
- (ii) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(iii) Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

- (b) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The ELC shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (c) Paragraph (b) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Coalition: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

R. Assurances – construction programs – required by OMB Standard Form SF 424D, see SF-424D Construction Programs – IF APPLICABLE. Note – Certain of these assurances may not be applicable to the Contractor's operations. Please contact the OEL/ELC with questions.

S. Other Assurances – miscellaneous/general disclosures

As the Contractor's duly authorized representative, I certify that the Contractor –

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, *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 executing the contract.
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 required reports as described in this agreement to the ELC, Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The Contractor 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 contract.
14. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), if applicable, 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 Contractor 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.)

T. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the ELC must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
 - If the Contractor has a parent, affiliate or subsidiary organization that is not a state or local government the Contractor must also maintain written standards of conduct covering organization conflicts of interest.
 - Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
 - The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.
2. Related party contracts. Pursuant to state statute and OEL/ELC instructions (s. 1002.84(20), F.S.), the Contractor shall provide OEL/ELC contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and OEL/ELC instructions (s. 1002.84(20), F.S.).
 - 2.1. Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
 - 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms.
 - 2.3. The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board, a quorum must be established.
 - 2.4. The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL/ELC's prior approval.
 - 2.5. The Contractor does not have to obtain OEL/ELC's prior approval for contracts below \$25,000.
 - 2.5.1. However, the Contractor must adequately disclose and properly report and track such contract activity.
 - 2.5.2. The Contractor shall report such contracts to OEL/ELC within 30 days after receiving approval from the governing board.

U. Procurements and other Purchases

The Contractor must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the Contractor is not required to competitively procure direct service providers for the SR or VPK Education Programs. The Contractor must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326.

V. Property

1. 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 Contractor shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The Contractor 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 Contractor upon contract termination.

In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the Contractor under this agreement shall be vested in the Contractor; however, title and ownership shall be transferred to the ELC upon termination of the Contractor's participation in early learning programs, unless otherwise authorized in writing by OEL/ELC. All property required to be returned to the ELC 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.

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 Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, property shall not be purchased with program funds without prior approval from OEL/ELC.
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 Program 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 Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
5. Based on Section 273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., 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 6.
6. OEL'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 Contractor/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 Contractor is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the ELC/OEL 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 ELC/OEL.

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

W. Purchase of American-made Equipment and Products

The Contractor agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this agreement will be American-made.

P.L.103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 507 – "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

By signing below, the Contractor, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in parts A through W, above.

Printed Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 16
ANNUAL INTERNAL CONTROL CERTIFICATION FORM

ANNUAL INTERNAL CONTROLS ASSURANCE

The Contractor certifies and assures, by checking the items below, that as of July 1 of each grant award period the Contractor is compliant with and has processes in place to address all internal control elements described below. This certification is distinct from the self-assessment Internal Control Questionnaire (ICQ) which should be provided by the Coalition by September 30 of each award period.

- | | |
|---|--|
| <input type="checkbox"/> Compliance and Reporting for Internal Controls | <input type="checkbox"/> Oversight and Monitoring Resolution Process
(for internal operations and sub-recipients) |
| <input type="checkbox"/> Procurement and Contracting | <input type="checkbox"/> Prior Approval Procedures |
| <input type="checkbox"/> Cost Allocation | <input type="checkbox"/> Sarbanes Oxley Act (2002) |
| <input type="checkbox"/> Financial Management Systems | <input type="checkbox"/> Records Management |
| <input type="checkbox"/> Property Management | <input type="checkbox"/> Confidentiality of Data (includes IT related issues) |
| <input type="checkbox"/> Equal Opportunity Procedures | <input type="checkbox"/> Electronic Submission of Confidential Data |

Name and Title of Authorized Representative

Date

Signature

-----THIS SPACE LEFT BLANK INTENTIONALLY -----

VI. NEW/UNFINISHED BUSINESS

D. APPROVAL OF REVISIONS TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition's Personnel Policies and Procedures Manual
Reason for Recommended Action	<p><u>Revisions:</u></p> <p>HR303 – <u>Holidays</u>, added Good Friday (the Friday preceding Easter Sunday March/April).</p> <p>HR402 – <u>Timekeeping/Personnel Activity Reports (PAR's)</u>, added signed, scanned PAR's may be e-mailed to the Office Manager if an employee is not physically located at the administrative office when they are due. Also added the reference 668.004 Florida Statutes "<i>electronic signatures</i>", which gives the authority to do this.</p> <p>HR610 – <u>Employee Termination</u>, added "Severance Benefits" section selected from an AELC (Association of Early Learning Coalitions) Survey - for long term employees - should there ever be a workforce reduction. Severance payments would be based on available funding. Also added section titles.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have to the most current Personnel Policies, that reflect practices regarding scanned timesheets (PAR's). • The Coalition would not be able to improve employee benefits by adding; (1) a holiday and (2) a severance benefit for long term employees should there ever be a workforce reduction.
How the Action will be accomplished	Approval of the Personnel Policies and Procedures Manual revisions listed above.

HR303 Holidays

Effective Date: 02/19/08

Revision Date: 06/21/17

To provide employees the opportunity to participate in traditional or personal holiday observances without loss of pay, the Coalition will grant holiday time off with pay to all regular full-time, regular part-time, and introductory period employees on the holidays listed below:

- * New Year's Day (January 1)
- * Martin Luther King, Jr. Day (third Monday in January)
- * President's Day (third Monday in February)
- * Good Friday (the Friday preceding Easter Sunday March/April)
- * Memorial Day (last Monday in May)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Veterans' Day (November 11)
- * Thanksgiving (fourth Thursday in November)
- * Day after Thanksgiving
- * Christmas Eve (December 24)
- * Christmas Day (December 25)
- * New Year's Eve (December 31)

The Coalition reserves the option to have reduced office hours during the Christmas to New Year's Day holidays, to be determined by the C.E.O.

The Early Learning Coalition will grant paid holiday time off to all eligible employees in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If a holiday falls on a Saturday or Sunday and a weekday is officially designated for its celebration, that weekday will be recognized as a holiday under this policy.

1. Holidays in conjunction with other periods of time off:
 - a. Holidays are not counted as annual leave days. If a holiday occurs during an annual leave period, the employee is not charged for that day as annual leave.
 - b. Holidays, which occur during an employee's sick leave period, are not counted as a sick leave day.
 - c. Holidays which occur during an authorized, unpaid leave of absence will be paid only if the absence is two weeks or less.

HR402 Timekeeping/Personnel Activity Reports (PAR's)

Effective Date: 02/19/08

Revision Date: 02/04/09, 08/03/11, 04/03/13, 06/21/17

- A. Regularly scheduled office hours are from 8:00 am to 5:00 pm, Monday through Friday. However, staff is expected to be flexible with their work schedules in order to meet the needs of the Coalition. The Coalition complies with all applicable provisions of the Fair Labor Standards Act (FLSA).
- B. A total of 40 hours are considered as paid work time for non-exempt hourly employees.
- C. Employees are expected to be punctual and dependable concerning office hours.
- D. Personnel Activity Reports (PAR's) will be maintained on a biweekly basis by all employees, and submitted to the employee's immediate supervisor, for approval, upon completion of the biweekly period. Time worked is defined as all the time actually spent on the job performing assigned duties, and should be rounded to the nearest quarter hour. In addition, all work completed is to be coded using the Coalition's OCA's (Other Cost Accumulators) as instructed during new hire/position orientation. PAR's are not to be signed by an employee beforehand. The PAR's should be signed by the first day following the last day of each pay period. Employees who are not physically located at the administrative office when the PAR's are due may e-mail their signed, scanned PAR's to the Office Manager (reference 668.004 Florida Statutes "electronic signatures").

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each lunch period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-exempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled time without expressed, prior authorization from their supervisor.

It is the employees' responsibility to sign their time records to certify the accuracy of all time recorded and correct OCA coding/utilization.

Review and Approval

The supervisor will review and then sign the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Biweekly, the Coalition's payroll staff prepares the "Payroll Summary Schedule of Hours Worked" for the C.E.O.'s approval. After review and approval, the C.E.O. signs and dates the summary for payroll processing.

HR610 Employment Termination

Effective Date: 02/19/08

Revision Date: 02/03/10, 06/21/17

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- * Resignation - voluntary employment termination initiated by an employee
- * Discharge - involuntary employment termination initiated by the organization
- * Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons
- * Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization

Resignation and Retirement

If an employee decides to leave their employment with the Coalition, it is requested that they provide their supervisor with at least two weeks advance notice. Should the employee be a key staff person, it is requested that they give a minimum of 20 business days' notice when leaving the Coalition. The C.E.O. will be allowed the option of working out a transition plan with the departing key staff person that may or may not include compensation for work beyond the final date of employment. If the key staff person works additional time past the final date of employment, the employee can receive compensation as an independent contractor while working with their replacement to adequately transition the job duties. The thoughtfulness is appreciated and will be noted favorably should the employee ever wish to reapply for employment with the Coalition.

Layoffs and Severance Benefits

Regular full- and part-time employees who have worked at least one consecutive twelve-month period and whose positions are eliminated by a workforce reduction may receive a severance allowance. Generally, severance pay is equal to one (1) week of pay for every year of employment, to a maximum of twelve (12) weeks' pay. The C.E.O., with approval of a board workgroup, at the time of a workforce reduction will set the agency's exact severance payments. Severance payments based on available funding.

Exit Interviews

The Coalition will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, repayment of outstanding debts to the Coalition or return of the Coalition's property. Suggestions, complaints, and questions can also be voiced.

Employment at Will

Since employment with the Coalition is based on mutual consent, both the employee and the Coalition have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Change of Address

Employees should notify the Coalition if their address should change during the calendar year in which

termination occurs so that their tax information will be sent to the proper address.

VI. NEW/UNFINISHED BUSINESS

E. APPROVAL OF THE SCHOOL READINESS PLAN AMENDMENT #10*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2015 School Readiness Plan Amendment #10
Reason for Recommended Action	<p><u>Revisions:</u></p> <p><u>The following items were updated due to needed updates, regulations, and changes in processes:</u></p> <p>III. Quality Activities and Services :</p> <p>A. Child Care Resources and Referral (CCR&R) and School-Aged Care</p> <p>B. Infant and Toddler Early Learning Programs</p> <p>Attachment II D PSP Combined Eligibility Policies 052617* (<i>also updated due to Portal</i>)</p> <p><u>The following items are OEL-required annual updates:</u></p> <ul style="list-style-type: none"> • II. Implementation. A. Minimum Children to be Served by Care Level • III. Quality Activities and Services, D. Quality Performance Report sections (b) and (c) • Attachment II F ELC Sliding Fee Scale for Parent Co-Payment Form eff 070117 • Attachment V A ELC 1718 ECS Monitoring Plan narrative 041717 • Attachment V A ELC 1718 Monitoring Schedule 040717 <p><u>The following items were updated due to processes being more automated now with the OEL Family Portal:</u></p> <ul style="list-style-type: none"> • Attachment II B PSP SRAD19 SPE Family Portal App Pol-Proc 052517 • Attachment II D PSP Combined Eligibility Policies 052617* (<i>also updated due to updates, regulations, and changes in processes</i>) <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition’s School Readiness Plan would not be in compliance with OEL requirements. • The Coalition would not have a Parent Sliding Fee Scale effective 07/01/17. • The Coalition’s School Readiness Plan would not be up-to-date nor mirroring actual procedures.
How the Action will be accomplished	Board Approval, then OEL Approval.

School Readiness Plan Template

Coalition Identification and Information

Coalition Name: Early Learning Coalition of North Florida, Inc.
Address: 2450 Old Moultrie Rd. #103
St. Augustine, FL 32086
Phone: 904-342-2267
E-mail Address: kbrumfield@elcnorthflorida.org

FEIN #: 59-3691819
Mailing Address
(if different)
Fax: 904-342-2268

Chair	Executive Director or Chief Executive Officer	Finance Director	Counties Represented
Nancy R. Pearson	Dawn E. Bell	Patty Larkin	Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties

I. COALITION OPERATIONS

A. Membership

Please complete the **Coalition Membership Form**.

<div> <div>ELCNF Board 12/07/16 approved</div> <div>Submitted to TDixon for plan amendment 12.12.16</div> </div> <div> <div>Early Coalition of North Florida</div> <div>OEL Approved as of 01/24/17</div> </div>								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
1	Private Sector; Chair, appointed by the Governor (Two, 4 yr. terms)	Yes	Nancy Pearson 1000 Sawgrass Village Dr., Ste. 101 Ponte Vedra Bch, FL 32082 904-285-4482 nrpearson@comcast.net	Private Sector; Prudential Network Realty	St. Johns	Nov. 22, 2013	4 Year April 30, 2017	N/A
2	Private sector appointed by the Governor	Yes	Cranford R. Coleman 577 Golden Links Drive Orange Park, FL 32073 (904) 614-7315 rcoleman@baroncoinc.com	Private Sector; Baronco Management Consultants, Inc	Clay	Nov. 22, 2013	4 Year April 30, 2016	1
3	Private sector appointed by the Governor	Yes	Brian H. Graham PO Box 9630 Fleming Island, FL 32006 904-376-5288 Brian@DixieStrategies.com BrianHGraham@gmail.com	Private Sector; Dixie Strategies, LLC.	Clay	May 14, 2015	4 Year April 30, 2019	2
4	Department of Children & Family Services circuit administrator or designee	Yes	Mala Ramoutar Dept. of Children and Families Child Care Regulations/Circuit 4 Family Services Supervisor mala_ramoutar@dcf.state.fl.us PH:904-485-9740 Fax: 904-723-5315	County Department of Children and Families	Northeast Region: Baker, Bradford, Clay, Nassau, Putnam, St. Johns	Dec. 3, 2014	4 Year December 2018	1

<div> <div>ELCNF Board 12/07/16 approved</div> <div>Submitted to TDixon for plan amendment 12.12.16</div> </div> <div> Early Coalition of North Florida OEL Approved as of 01/24/17 </div>								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
			Mailing: P.O. Box 2417, Jacksonville, FL 32231					
5	District superintendent of schools or designee	Yes	Kristi Simpkins 1201 Atlantic Avenue Fernandina Beach, FL 32034 (904) 491-9885 kristi.Simpkins@nassau.k12.fl.us	Nassau County School District / Office of Elementary Education - Director	Nassau	Dec. 4, 2013	4 Year December 2017	1
6	Regional workforce board executive director or designee	Yes	Renee L. Williams CareerSource Northeast Florida District Director, Clay & Putnam 1845 Town Center Blvd., Suite 150, Fleming Island, FL 32003 (904) 213-3888 ext. 2076 Fax (904) 278-5696 www.careersourcenortheastflorida.com	Regional Workforce Board; CareerSource	District 8: Clay, Baker, Nassau, Putnam and St. Johns	Sept. 17, 2014	4 year September 2018	1
7	County health department director or designee	Yes	Cynthia Kent 1801 N. Temple Ave. Starke, FL 32091 P: (904) 964-7732 x2606 F: (904) 964-3024 Cynthia_Kent@doh.state.fl.us	County Health Department; Bradford and Union County Health Dept.	Bradford	Was part of CNBB/PSJ Merger in July 2013	4 Year September 2017	1
8	President of a Florida College System institution or his or her permanent designee	Yes	Dr. Myrna Allen St. Johns River State College Dean of Teacher Education myrnaallen@sirstate.edu (386) 312-4242	Community College; St. Johns River State College	Clay, Putnam, St. Johns	Sept. 17, 2014	4 Year September 2018	1
9	Member appointed by Board of County Commissioners or the governing board of a municipality	Yes	James K. Johns 500 San Sebastian View St. Augustine, FL 32084 P: (904) 209-0301 C: (904) 615-7437 F: (904) 209-0311 E: bcc1johns@sjcfl.us	Board of County Commissioners or municipal governing board; St. Johns Board of County Commissioners	St. Johns	June 2015	4 Year June 2019	1

<div> <div>ELCNF Board 12/07/16 approved</div> <div>Submitted to TDixon for plan amendment 12.12.16</div> </div> <div> Early Coalition of North Florida OEL Approved as of 01/24/17 </div>								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
10	Head Start Director	Yes	Mary Ann Holanchock 3015 Lewis Speedway. Bldg 6 St. Augustine, FL 32084 Ph: 904-547-8923 holancm@stjohns.k12.fl.us	Head Start; Early Childhood Corrdinator	St. Johns	July 2005	4 Year July 2017	2
11	Representative of private for-profit child care providers (One, 4 yr. term)	Yes	Angelia Hough 420 Belmont Dr. Palatka, FL 32177 Ph: 386-328-4750 Godslittlecreations1@yahoo.com	Private for-profit child care;-God's Little Creations	Putnam, St. Johns	June 15, 2016	4 Year, June 15 2020	1
12	Representative of faith based child care providers (One 4 yr. term and must rotate counties)	Yes	Theresa Little 2468 County Rd. 210 St. Johns, FL 32259 tlittle@ctkcatholic.com	Faith Based Child Care; Diocese of St. Augustine	St. Johns	Dec. 7, 2016	4 Year Dec. 7, 2020	1
13	Representative of program under federal Individuals with Disabilities Education Act	Yes	Amy Lane 3841 Reid Street Palatka, FL 32177 Ph: 386-329-3811 Fx: 386-329-3684 LaneA@nefec.org	Program Administrator for Florida Diagnostic & Learning Resources System for the North East Florida Education Consortium	Baker, Bradford, Putnam, St. Johns	Dec. 4, 2013	4 Year December 2017	1
N/A	Children services council or juvenile welfare board chair or executive director	Yes, if applicable	N/A					
N/A	Child care licensing agency head	Yes, if applicable	N/A					
14	Central agency administrator or designee	Yes, if applicable	Teresa Matheny 8443 Baymeadows Rd., Ste. 1 Jacksonville, FL 32256 904-726-1500 cstophel@ecs4kids.org	Episcopal Children's Services	Clay, Barker, Bradford, Nassau, Putnam & St. Johns	9/21/2016	4 Year N/A	

<div> <div>ELCNF Board 12/07/16 approved</div> <div>Submitted to TDixon for plan amendment 12.12.16</div> </div> <div> Early Coalition of North Florida OEL Approved as of 01/24/17 </div>								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
15	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation	Mike Siragusa 780 N. Ponce de Leon Blvd. St. Augustine, FL 32084 904-829-9066 mike@ubulaw.com	Private Sector; Upchurch, Bailey & Upchurch	St. Johns	June 17, 2009	4 Years June 2017	2
16	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation	Adam Deputy 101 North State Road 19 Palatka, FL 32177 904-325-4446 adam.deputy@td.com	Private Sector; TD Bank	St. Johns	Dec. 1, 2010 2 nd Term appointment Date Dec. 3, 2014	4 years December 2018	2
17	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation	Vina Delcomyn 4213 County Road 218, Ste. 1 Middleburg, FL 32068 (904) 291-9598 (904)291-3365 delcomynv@yahoo.com	Private Sector; Awakenings Association Management	Clay	Was part of CNBB/PSJ Merger in July 2013- 2 nd term date July 2015	4 Years July 2019	2
18	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation						1
19	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation	Joy Stanton 120 Topsail Dr. Ponte Vedra, FL 32081 (904)679-3418 (646)596-0178 Joy.stanton@gmail.com	Private Sector; Blue Cross and Blue Shield of Florida, Inc.	St. Johns	March 16, 2016	4 Years March 16, 2020	1
	Private Sector Business	Yes, if needed to meet private sector						

<div> <div>ELCNF Board 12/07/16 approved</div> <div>Submitted to TDixon for plan amendment 12.12.16</div> </div> <div> <div>Early Coalition of North Florida</div> <div>OEL Approved as of 01/24/17</div> </div>								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
		percentage or multi-county representation						
	Non-Profit Child Care Provider*	Yes						
	DCF Staff***	Yes						

- * Add rows, as needed.
 ** If required member is not a family home provider.
 *** If there is no local licensing agency.

<div>Early Coalition of North Florida, Inc. Membership Management</div> <div>Approved as of 01/24/17</div>	
I.	TOTAL MEMBERSHIP : 18
II.	TOTAL PRIVATE SECTOR MEMBERSHIP: 7, PRIVATE SECTOR PERCENTAGE: 38%
III.	TOTAL NON-VOTING EX OFFICIO MEMBERSHIP: N/A
IV.	NUMBER OF VACANCIES IN REQUIRED POSITIONS: 0

B. Business Organization

Please attach a copy of the coalition's organization chart as **Attachment I.B.**

C. Articles of Incorporation

Please attach a copy of the coalition's articles of incorporation as **Attachment I.C.**

☐ N/A

D. Bylaws

Please attach a copy of the coalition's bylaws as **Attachment I.D.**

E. Coalition Fiscal Agent Contract (if applicable)

Please attach a copy of the fiscal agent contract (if applicable) as **Attachment I.E.**

☒ N/A

F. Procurement

Please attach the coalition's procurement policy as **Attachment I.F.**

G. Tangible Personal Property Maintenance

Please attach the coalition's tangible personal property maintenance policy as **Attachment I.G.**

H. Records Maintenance

Please attach the coalition's maintenance of records policy as **Attachment I.H.**

I. Information Technology Security Controls

Please attach the coalition's IT security policy as **Attachment I.I.**

J. Disbursement Controls

Please attach the coalition's disbursement controls policy as **Attachment I.J.**

II. IMPLEMENTATION

A. Minimum Children to be Served by Care Level

Please fill out the **Minimum Children to be Served by Care Level Form** by running EFS Ad Hoc Report CC085 .

Care Code	Description	Minimum # of Children Served
(INF)	<12 MTH	628 387
(TOD)	12<24 MTH	1091 681
(2YR)	24 <36 MTH	1292 854
(PR3)	36 <48 MTH	1349 894
(PR4)	48 <60 MTH	1400 820
(PR5)	60 <72 MTH	998 550
(SCH)	In School	2215 1708
(SPCR)	Special Needs	52 59
(SPTN)	Special Needs Teen	0

If applicable, please attach supporting documentation as **Attachment II.A.** Please note CC085 was ran for the period 07/1/2016 through 3/30/17.

B. Single Point of Entry Implementation

Please attach the coalition's policies and procedures for implementing the Single Point of Entry (SPE) as **Attachment II.B.**

C. Unified Wait List Implementation

Please attach the coalition's policies and procedures for implementing the Unified Wait List (UWL) as **Attachment II.C.**

D. Eligibility and Enrollment Policies and Procedures

Please attach the coalition's eligibility and enrollment policies and procedures as **Attachment II.D.**

E. Parent Access and Choice

Please attach the coalition's policies and procedures for implementing parent access and choice as **Attachment II.E.**

F. Sliding Fee Scale and Fee Waiver Policies

Please complete the **Sliding Fee Scale For Parent Co-Payments Form**, and attach the coalition's fee waiver policies as Attachment II.F.

DAILY PAYMENT-RATE SCHEDULE (Effective _____)

CARE CODE	Description	Full-Time Daily Rates (Completed by COALITION)						
		Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal Differential	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH							
(TOD)	12<24 MTH							
(2YR)	24 <36 MTH							
(PR3)	36 <48 MTH							
(PR4)	48 <60 MTH							
(PR5)	60 <72 MTH							

(SCH)	In School							
Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH							
(TOD)	12<24 MTH							
(2YR)	24 <36 MTH							
(PR3)	36 <48 MTH							
(PR4)	48 <60 MTH							
(PR5)	60 <72 MTH							
(SCH)	In School							

Special Needs Rate (Completed by COALITION)			
CARE CODE	Description	Full Time	Part Time
(SPCR)	Special Needs		

G. Use of Pre and Post Assessments

If applicable, what assessment tool does the coalition use to perform pre and post?

Teaching Strategies Gold

If applicable, who administers the pre- and post-assessments (coalition/contractor/child care providers).

Child care providers that voluntarily participate in our Enrichment program or volunteer to do the pre- and post- assessments in order to receive quality supplies for their program.

If applicable, what are the age ranges that receive a pre and post assessment?

Minimum Age (in months):

2 months

Maximum Age (in months):

60 months

Attach supporting documentation as **Attachment I.G.**

☐ N/A

H. Provider Payment Rates

Please complete the **Provider Payment Rate Schedule Form** and attach the coalition's procedures for implementing the provider rates as **Attachment II.H.**

DAILY PAYMENT-RATE SCHEDULE (Effective _____)

		Full-Time Daily Rates (Completed by COALITION)						
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal Differential	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH							
(TOD)	12<24 MTH							
(2YR)	24 <36 MTH							
(PR3)	36 <48 MTH							
(PR4)	48 <60 MTH							
(PR5)	60 <72 MTH							
(SCH)	In School							
		Part-Time Daily Rates (Completed by COALITION)						
CARE CODE	Description	Licensed or Exempt Providers	Gold Seal Differential	Large Family Child Care Homes	Gold Seal	Family Child Care Homes	Informal Providers	Before or After School
(INF)	<12 MTH							
(TOD)	12<24 MTH							
(2YR)	24 <36 MTH							
(PR3)	36 <48 MTH							
(PR4)	48 <60 MTH							
(PR5)	60 <72 MTH							
(SCH)	In School							

		Special Needs Rate (Completed by COALITION)	
CARE CODE	Description	Full Time	Part Time
(SPCR)	Special Needs		

III. QUALITY ACTIVITIES AND SERVICES

A. Child Care Resource and Referral (CCR&R) and School-Aged Care

Describe the quality activities and services the coalition will implement to enhance child care resource and referral and school-age care.

Please attach any supporting documentation as **Attachment III.A.**

CCR&R is the point of entry for early care and programs, School Readiness and VPK services. All parents/guardians that request it are given resource and referral information that will help them meet the needs of their families. Through the CCR&R department, we provide families with the most up-to-date, accurate information about childcare and early education opportunities available. The CCR&R department helps families understand the importance of a high quality early education experience, and assists them in locating providers that meet each family's needs by the customization of **referrals child care listings**. This includes information on the Department of Children and Families (DCF) licensing website, how to search for a provider, child care options, quality indicators and a four-step guidance process to help them in their search for a provider. Once CCR&R information is provided, School Readiness and VPK services are offered to all interested families. Referrals are also made for inclusion services such as early special needs intervention, special needs referrals, warm line contact information and other activities that promote inclusion, such as 2 inclusion specialists that assist providers in offering inclusive services for children with special needs. All services are provided in a customer-friendly manner, and in accordance with the system requirements of the CCR&R Network of the Office of Early Learning (OEL).

Through community outreach and education, the ELC publicizes early learning services and educates parents/guardians and providers, human service agencies, employers, and community planners in the workplace regarding early childhood services. This includes school readiness and VPK laws and regulations, availability of early education and care options and quality School Readiness services. CCR&R compiles guides of community resources for each county we serve to help parents and other agencies working with our clients find all available resources needed to provide for the physical, educational and emotional needs of their children. These are posted online at ecs4kids.org and are also available in printed additions as funding allows. We advertise CCR&R services through our contractor's website and one other venue. Additionally, we attend community events several times a year to do community outreach including active participation Kiwanis and Rotary Clubs. The Coalition C.E.O. and staff actively participate in interagency meetings with other entities that impact early learning, as well as maintaining Kiwanis and Rotary memberships as well as local Chamber of Commerce memberships. Kiwanis is a service organization that focuses on early education and other child issues. The Putnam County Kiwanis partners with The Coalition on their annual Kid Rally and Reading Roundup as well as the Reading Pals program and Three year old book bag projects.

The ELC, through its Primary Service Provider, works to ensure that there is adequate availability of high quality school age care as well as care for younger children. We offer provider training and technical assistance in school age care, either through the Primary Service Provider or in partnership with OEL. Additionally, the ELC seeks to recruit additional licensed providers, focusing on family child care homes in particular, to provide school age care.

Ferst Foundation – Based on available funding the ELC may fund books for school readiness children in **Baker, Bradford**, Nassau, **and**/or other counties through the Ferst Foundation. The books are sent to School Readiness children who are under school age and include parent activities that promote parents as their child's first teacher.

Toddler/Preschool Festivals: This is a big festival style event used to raise awareness geared for families with children ages 1-5. The ELC currently holds these events in Clay, Putnam, and St. Johns in partnership with several local partners such as Kiwanis and the Rotary Club. There is live entertainment and tons of activities geared for our youngest learners. The activities include a storytelling and puppet show tent, fishing for books, block zone, car arena, princess parlor with pictures with Cinderella, playdough table and many craft activities. Free books and bike helmets and many free screenings are also available through local health agencies.

B. Infant and Toddler Early Learning Programs

Describe the quality activities and services the coalition will implement to enhance infant and toddler early learning programs.

The Coalition's Primary Service Provider employs Education Specialists, who provide on-site technical assistance, coaching and modeling to school readiness programs serving infant and toddlers by promoting the group-care philosophy of small groups, primary care, and continuity of care. Our We use the Lastinger Center coaching model which centers around the CLASS assessment which is provided upon request and in all Enrichment Centers as agreed to by providers requesting enrichment services. When appropriate, an ERS assessment may be used as well with permission of the childcare program. The specialists work with infant/toddler classrooms by reading stories, playing games and providing activities that focus on a variety of skills, such as; problem-solving, social/emotional development and language and literacy. Additionally, the specialists provide technical assistance on room arrangement that enhances infant and toddler creative abilities, expands oral language, encourages incorporating words with an activity, and assists children in making choices that help develop confidence. The specialists also provide information, techniques, and education on reducing the risk of Sudden Infant Death Syndrome (SIDS) and Shaken Baby Syndrome, and promoting health, wellness and safety issues.

Please attach any supporting documentation as **Attachment III.B.**

C. Inclusive Early Learning Programs

Describe the quality activities and services the coalition will implement to enhance inclusive early learning programs.

The Coalition's contractor employs an Inclusion Specialist and maintains a Warm Line to furnish training, technical assistance and other supports to school readiness providers including the purchase of materials to aid in creating an inclusive environment. The Inclusion Specialist works with providers to improve behavior management techniques, make accommodations for children with special needs, and serve as a model for teachers learning to respond appropriately to the needs of children with serious health issues. The Inclusion Specialist is able to ensure that children with identified development concerns receive the specialized services to which they are entitled. Inclusion Specialists also may request the purchase of inclusive classroom materials as need and funding allow.

The ELC raises community awareness of the inclusion of children with special needs. The Inclusion Specialist creates and/or distributes materials about issues affecting inclusion, and collaborates with community partners to promote inclusion. The Inclusion Specialist provides assistance and education to providers and parents for all special needs children and those with special health needs, regardless of their subsidized status, and facilitates networking with the appropriate community resources as needed.

Inclusion topics appear on each of the quarterly Master Training Calendars. A minimum of two inclusion related trainings appear on each calendar, and are available in a variety of locations.

Please attach any supporting documentation as **Attachment III. C.**

D. Quality Performance Report

a. Does the coalition train programs on the Early Learning Guidelines (ELG) adopted by OEL?

☒ Yes ☐ No

If yes, does the coalition track how many programs were trained, by provider type, on the ELGs?

☐ Yes ☒ No

If yes, does the coalition track the number of children served in ELG trained programs?

☐ Yes ☒ No

b. Does the coalition provide targeted technical assistance to programs such as coaching, mentoring, or consulting during the fiscal year? Note: targeted technical assistance is (coaching, mentoring and consultation) designed to address a particular domain/area of quality.

☒ Yes ☐ No

If yes, what type of targeted technical assistance is provided?

☒ Health and safety

☒ Infant and toddler care

☒ School-age care

☒ Inclusion

☒ Teaching dual language learners

☒ Understanding developmental screenings and/or observational assessment tools for program improvement purposes

☒ Mental health

☒ Business management practices

☒ Other Describe:

Programs participating in our Enrichment program receive weekly coaching. Programs that participated recently but have completed the program are called Maintenance Programs and may receive continued coaching once a month to ensure that gains made during participation in the Enrichment program are maintained. The Enrichment program uses the CLASS assessment which measures the quality of teacher interactions and if the program requests it, we will use the ERS assessments to add insight to any perceived environmental concerns. From there Education Specialists and the programs will develop an improvement plan based on the teacher's stated interest. Normally most quality spending for supplies is used to strengthen these programs with classroom supplies, curriculum supports, curriculum and other classroom needs. Other quality funds may be used for mini-grants, curriculum or other needs of providers not participating in the Enrichment program depending on need and funding.

Training for the above list as well as early literacy, transitions, curriculum training, classroom management, developmentally appropriate practices and other topics are offered both in person and through our online platform, funded in part by the Community Foundation to ECS, making high quality trainings available to providers throughout our service area in a manner that providers are able to access unimpeded by geography or long program hours. These trainings have been designed to compliment and not compete with the work being done by the Lasinger Center.

Additionally, the ELC through ECS offers one on one technical assistance on the topics listed above to any School Readiness provider based on provider need.

Additional Quality Services

Reading Pals: This is a reading program that places volunteer readers into 3 and 4 year old classrooms once a week to read to small groups of children. Currently we have reading pals in Putnam, St. Johns and Clay Counties. Volunteers must fill out an application and are background screened to meet all state volunteer regulations. Reading pals go through an initial training then quarterly meetings are held all year where they receive additional training. Currently we have 68 reading pal volunteers reading in 42 School Readiness centers.

Three Year Old Book Bag Project: This is a book program give away program in the Fall and Spring. Book bags are distributed to area three year old classrooms in School Readiness programs in the six counties we serve. In each bag is 10-12 age appropriate books along with educational information for parents on the importance of reading to their child. Volunteers put all the bags together and then along with ECS and ELC staff the bags are personally delivered to child care centers. At the time of delivery a special story time program featuring a different book character each year is presented. In 2014-2015 just over 1,400 bags were delivered. The goal for 2015-2016 is 1,600 bags. This program is funded through current quality funds as well as donations from local organizations and grants.

Early Educators Conference: Each year in January starting in 2013 we have hosted an early educators conference for all of our providers in the six counties we serve. The Conference is held in different areas of our service area each year to ensure all providers can participate. The ELC of North Florida works closely with Episcopal Children's Services to host this day long event. Attendees are able to receive CEU's and or in-service hours for attending. There is a key note speaker and many break-out sessions featuring many different topics relating to early education. This past year we also included in this event the "Preschool Teacher of the Year" awards. A top teacher was honored from each of our six counties.

National Read for the Record day in October and the Florida State Wide Simultaneous Reading event in January. The ELC provides the book and a packet of activities that goes along with it for the centers that wish to participate in both of these events.

ELC Days at Sykes Farms – Each October the ELC hosts two days at Sykes Farms in Elkton. This is a partnership with their agricultural education program and early literacy. The farm has corn mazes centered around a children's book. The ELC is on hand for these two days giving out that year's book and providing an additional activity for the children. Child care programs serving School Readiness children are invited to attend.

Themed Literacy programs – throughout the year different themed literacy programs are made available to all of the ELC providers. The themes include the Five Senses, Jungle, Pete the Cat, Ocean Life and Insects. A team of ELC volunteers and staff provide different activities all relating to that theme and each child receives a free books relating to that theme as well. The teacher receives a bag of books and activities which they then can use to duplicate that same program in the future. During the first week in March each year in celebration of Dr. Seuss Birthday we put on a different Dr. Seuss program each day that week.

Reading with Ronald – in partnership with Episcopal Children's Services we provide free books for each child that attends the Reading with Ronald events scheduled in each of the six counties we serve. Child care programs serving School Readiness children are invited to attend.

Putnam County United Way Book Bag Project – Using a grant from United Way, ECS our primary services provider, distributes books to Putnam County children and activities and sets of selected books to give to SR teachers in the county.

Additionally the ELC and their primary contractor participate in the Performance Funding Project. This project has continued to evolve over the past several years, but the ELC will continue to participate in accordance to the most recent guidance available.

In 2016-2017 OEL also initiated a "Contracted Slots" program. ELC participated by selecting providers who are at least Level 2 in the PFP project to participate and using the benchmarks contained in the PFP to continue to monitor the "Contracted Slot" providers. The ELC plans to continue participation as long as the program continues to be funded by OEL.

c. Does the coalition provide financial supports to early learning providers? Financial supports must be intended to reward, improve, or sustain quality. They can include grants, cash, reimbursements, gift cards, or purchases made to benefit a program. One-time grants, awards, or bonuses include any kind of financial support that a program can receive only once. On-going or periodic quality stipends include any kind of financial support intended to reward, improve, or sustain quality that a program can receive more than once.

Does the coalition provide one-time grants, awards or bonuses to **Child Care Centers**?

☒ Yes ☐ No

If yes, describe:

We purchase items for programs to improve their quality including classroom supplies, and curriculum as the need and funding allows. Additionally, we periodically offer mini-grants to programs to purchase curriculum, tablets, or other quality supports including stipends for additional staffing.

Does the coalition provide one-time grants, awards or bonuses to **Family Child Care Homes**?

☒ Yes ☐ No

If yes, describe:

We purchase items for programs to improve their quality including classroom supplies, and curriculum as the need and funding allows. Additionally, we periodically offer mini-grants to programs to purchase curriculum, tablets, or other quality supports.

Does the coalition provide on-going or periodic quality stipends to **Child Care Centers**?

☐ Yes ☒ No

If yes, describe:

Does the coalition provide on-going or periodic quality stipends to **Family Child Care Homes**?

☐ Yes ☒ No

If yes, describe:

Please check what types of financial supports are provided to child care teachers/providers?

- ☒ Scholarships
- ☐ Reimbursement for Training Expenses
- ☐ Loans
- ☐ Wage supplements
- ☐ N/A
- ☒ Other Describe:

Free CEU's and classes offered online. Reimbursement to providers for some early learning conferences including per diem and mileage in some cases.

d. Does the coalition have a voluntary Quality Rating Improvement System (QRIS) in place for the coalition's service area?

☐ Yes ☒ No

If yes, please provide how many levels and a brief description of each level:

QRIS Level	Level Description

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Please attach any supporting documentation as Attachment III.D.

IV. FINANCIAL MANAGEMENT

A. Budget

Please fill out **Attachment IV.A Coalition Budget Report**.

B. Prior Year Revenues and Expenditures

Please fill out **Attachment IV.B Coalition Revenue and Expenditure Report**.

V. MONITORING

A. Monitoring Plan and Procedures

Please attach a copy of the coalition's policies and procedures for monitoring SR Program providers as **Attachment V.A**.

B. Grievance/Complaint Resolution

Please attach a copy of the grievance policies and procedures that address complaints made by parents and child care providers as **Attachment V.B**.

VI. COALITION PLAN VALIDATION

A. Public Input

Please attach copies of proof of public input, such as coalition minutes as **Attachment VI.A.**

By signing below, I hereby certify that all information provided in this plan is accurate and complete to the best of my belief and knowledge. I certify that all services will be provided in accordance with the plan as approved by the Florida Office of Early Learning (OEL). I further certify that the local services will be provided in compliance with all applicable federal, state, and local laws and regulations and the State Child Care and Development Fund Plan approved by the Federal Department of Health and Human Services.

Chair Signature: _____

Printed Name: Nancy R. Pearson

Date Signed: _____

C.E.O. Signature: _____

Printed Name: Dawn E. Bell

Date Signed: _____

SRAD19 Single Point of Entry/ Family Portal Application Policies and Procedures

The Family Portal is a web based database that allows for families to apply for Voluntary Prekindergarten and School Readiness services anywhere that families have access to the internet. Families **can and** also apply in person at any of our offices located in Putnam, St. Johns, Bradford, Baker, Nassau and Clay Counties or at our central office in Jacksonville. In our offices, when possible, ECS provides a kiosk for parents to access the Family Portal. In offices that do not offer kiosks, families can apply for services with the assistance of our staff. Instructions on how to set up a free email accounts as well as additional locations that offer internet access are also made available to families that choose to complete the application process at other locations within the community.

VPK will process all applications received through the online system and use the system to notify parents of their status in the program. The application for the VPK Program is available

at <https://familyservices.floridaearlylearning.com/Account/Login> and on the home page of the ECS website. The online applications (through the Family Portal are checked daily, during the work week, by a VPK Specialist. Approved records are entered into EFS and given eligibility. Please see VPK enrollment procedures for more details on the enrollment process.

Families applying for School Readiness (SR) must complete an application through the Family Portal. The application for the SR Program is available at <https://familyservices.floridaearlylearning.com/Account/Login> and on the home page of the ECS website. Once the application is reviewed by staff, the family will receive a notification email letting them know the status of their application. Statuses are assigned based on the eligibility of the family. **At this time, If there is no waiting list or no waiting list for that child's priority in the ELC of North Florida's plan, a parent will not still need to complete an the Family Portal application through the Family Portal but may apply in person.** Parents will be enrolled from the Family Portal in accordance with the ELC approved plan by county and then based on the date their waiting list application was originally validated with the oldest applications being enrolled first. Please see policies on the Waiting List for more detail.

Changes/Revisions:

Date of Change/Revision	Person making change/revision	Change/Revision
4/19/16	BPS	Updated working to reflect current procedures with the Family Portal replacing the UWL. Updated website to current website.
5/25/17	BPS	Updated the policy to say that parents will need to still complete an application through the Family Portal even if we do not have a current wait list.

SR Priority of Services

Policy and Procedures

The ELC of North Florida provides School Readiness Services to residents of Florida residing in Clay, Nassau, Baker, Bradford, Putnam and St. Johns County if they meet the eligibility requirements for the following priorities and procedures.

Florida School Readiness Statute lists the following nine priorities:

Priority 1 – Children younger than age 13 whose parents receive temporary cash assistance and are subject to federal work requirements.

Priority 2 – At-risk children younger than age 9.

Priority 3 – Economically disadvantaged children until eligible to enter kindergarten. Their older siblings up to the age they are eligible to enter 6th grade may also be served.

Priority 4 – Children from birth to kindergarten whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 5 – At-risk children who are at least age 9 but younger than 13. Those with siblings in priority groups 1-3 are higher priority than other children ages 9-13 in this priority group.

Priority 6 – Economically disadvantaged children younger than 13. Priority in this category is given to children who have a younger sibling in the School Readiness Program under priority 3.

Priority 7 – Children younger than 13 whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 8 – Children who have special needs and current individual educational plans from age 3 until they are eligible to enter kindergarten.

Priority 9 – Children concurrently enrolled in the federal Head Start Program and VPK, regardless of priorities 1-4.

ECS will follow these priorities in eligibility in all cases.

SRPP07 SR Eligibility Determinations, Initial Enrollments and Redeterminations

Policy and Procedures

Policy:

Application/Forms – There should be an application that has been completed, signed, and dated at least annually by the parent/guardian. All questions on the application should be completed by the parent/guardian. If assistance completing the form is needed, the individual completing the form should complete the document during the interview with the parent(s)/guardian(s). Changes added by anyone other than the applicant must be initialed and dated by the parent/guardian. This will show that the parent/guardian reviewed additions/changes. The Family Service Specialist should include in the case notes the reason assistance was requested. This practice ensures that application is accurate representation of the household's circumstances and is attested to by the parent/guardian. Should the information later turn out to not be a complete and accurate representation of the household's circumstances, then the document will still be able to be used as evidence should a referral for benefit recovery/fraud prosecution be necessary.

Note: For At-Risk Children who receive expedited services, additional arrangements can be made with the client to complete the enrollment process. These methods include working with the caseworker or the child care provider to get the paperwork to the client, faxing the paperwork, or making arrangements with the client to meet them at specified location other than the designated one stop offices. ~~arrangements with the the caseworker can complete the application, checklist and Terms and Conditions forms on behalf of the parents at initial enrollment only. However, the parents/guardians should sign the Enrollment Checklist and the Terms and Conditions agreements whenever possible, in order to ensure they understand what is expected of them and the authorizing agency.~~

Services can not start or continue prior to receiving a completed application and all supporting documentation for establishing or continuing eligibility. Neither initial eligibility nor redetermination of eligibility shall be completed without such. A client shall not be found eligible without all required documentation (as it pertains to their specific billing group requirements) filed. A client's formal interview as input into EFS shall not be completed until all required documentation is attained and filed and the client has chosen a childcare provider. If any eligibility requirement is not met, an eligibility interview shall not be completed and the client shall not receive services. Documentation is to be returned to the prospective client at that time.

A pre-interview may be completed in instances with a prospective client to see if a client may be eligible for services, or in a case where it appears a client will be eligible but the client is not able to complete an enrollment at that time. In such cases, a history note explaining the situation shall be made and all documentation shall stay in the custody of the potential client. ECS staff shall not retain pre-interview documentation prior to the official establishment of eligibility.

Under no circumstances shall ECS retain eligibility documentation without completing a School Readiness child file.

~~Paperwork must be signed at each eligibility determination and redetermination regardless of the time that has lapsed in between eligibilities.~~

As of July 1, 2016, during the eligibility period, the only time additional signatures are needed is if SR-100 is resubmitted to support a parent copayment decrease then the parent should sign. Parent/guardian signatures are not required for a renewing referral if during the 12-month eligibility period.

- a) Eligibility can only be established based on the information provided through the end of the eligibility period. Children remaining in payment status beyond the end of the authorized period are ineligible. A new eligibility review MUST be completed and fully documented to support continued eligibility. Eligibility cannot extend beyond authorized eligibility dates.

Effective May 1st, 2007, parents/guardians are required to make an appointment for an interview with a Family Service Specialist to determine eligibility or continue services.

Procedures:

Initial Enrollment:

1. Parent/Guardian will make an appointment or come as a walk-in to see a Family Service Specialist.
2. Family Service Specialist will inform parent/guardian of required documentation to bring to interview.
3. At the time of the interview, Family Service Specialist will determine and process eligibility if parent/guardian provides ALL required documentation. If all documentation is complete and the client has chosen a provider:
 - a. FSS will make the necessary copies for the file.
 - b. FSS will print Application, Certificate, and Fee Agreement
 - c. FSS will review Child Enrollment Checklist and Terms & Conditions with parent/guardian
 - d. FSS will have parent/guardian review the Application to make sure address, child's name spelling, and child's Date of Birth are correct
 - e. Parent/Guardian will sign Application, Certificate, Fee Agreement, Income Worksheet, Child Enrollment Checklist, and Terms & Conditions, and additional forms deemed necessary to complete the interview based on the client's situation to determine eligibility for the School Readiness program.
 - f. The Family Service Specialists needs to request a birth certificate for a child not receiving care and listed on the income worksheet.
4. Family Service Specialist will make a copy of Certificate containing Parent/Guardian's signature and place it in the file.
5. Family Service Specialist will give Certificate to parent/guardian to obtain the provider's signature. (Note: parent/guardian should be made aware that Certificate should be mailed, faxed or scanned and e-mailed to our office within 10 days of interview appointment.
6. Family Service Specialist will make detailed casenotes explaining what was done during the interview.

7. Family Service Specialist will file the file in the tickler for 10 days from interview with parent/guardian.
8. Once Certificate is returned within 10 days from appointment, file it, casenote it and file client's file in the active files drawer if file is complete.

What happens if Certificate is not received by the 10th day?

Family Service Specialist will follow Termination policy. Make 3 attempts to collect the Certificate from the child care provider.

Redeterminations

1. Parent/Guardian will be asked to make an appointment or come in as a walk-in, with Family Service Specialist, at least 15 days prior to Redetermination Date. We will see parents that make the appointment later than 15 days prior to Redetermination Date to the extent possible, but want to encourage parents to make the appointment earlier.
2. Family Service Specialist will inform parent/guardian of required documentation to bring to interview.
3. At the time of the interview, Family Service Specialist will do the same as in initial enrollment steps 3 to 8.

Note: If a client reports an increase in income, or redetermines early and their income has exceeded 85% of the state medium income (SMI) the 200% FPL, we need to explain to the client that they have exceeded the allowable income limit and will need to terminate care in 14 calendar days, or the original redetermination date, whichever is sooner. If the client comes in to redetermine on their redetermination date, services need to be terminated immediately.

Interim Re-determinations

Interim Re-determinations normally occur when there is a change involving household size or income takes place before the regularly scheduled re-determination date. Follow the same data entry procedures outlined in the REDETERMINATION PROCESS.

SRPP08 Eligibility Terminations

Policy and Procedures

Policy:

If School Readiness services are being terminated, a Notice of Change in Child Care Status (Termination Notice/4181) must be sent to the parent/guardian, to provider and to the caseworker for At-Risk, TCC and TANF referrals. The notice must contain a clear indication as

to the reason SR services are being terminated, effective date, and whom it affects. Providers must also be informed of effective dates of any loss of funding and who (which child(ren)) it affects. Under most circumstances, the parent/guardian should receive a minimum 10 to 15 calendar days notice to allow sufficient time to appeal. However, if a client reports an increase in income, or redetermines early and their income has exceeded 85% of the state medium income (SMI) the 200% FPL, we need to explain to the client that they have exceeded the allowable income limit and will need to terminate care in 14 days, or the original redetermination date, whichever is sooner. If the client comes in to redetermine on their redetermination date, services need to be terminated immediately.

For billing groups that provide 12-month eligibilities, services shall be discontinued for a family prior to the end of the 12-month eligibility period under limited circumstances. The family and provider will be notified of disenrollment at a minimum of two weeks prior to termination of services. Qualifying events for termination include:

- (a) Excessive unexplained absences that exceed 10 calendar days during a total month of attendance. The coalition shall document 3 attempts to contact the family and the provider regarding excessive absences prior to disenrollment.
- (b) Substantiated fraud or intentional program violation determined by the coalition or its designee pursuant Sections 1002.91 and 1002.84 (17), F.S.
- (c) A change in residency outside of the state of Florida.
- (d) Purpose of care is not reestablished at the end of a three (3) month period.
- (e) The family income exceeds 85% of the current state median income.

At times, clients will request that their child's enrollment be "suspended". This is okay as long as the length of the request is within the original eligibility period given. "Suspend" means to temporarily discontinue services for the parent when the parent intends to resume an eligible education/training or work activity that has an interruption that exceeds three (3) months or the child temporarily does not need school readiness services offered by the coalition.

~~However, as an internal policy, school readiness eligibility without active enrollments shall not remain open past 60 days. If the request is within the eligibility period, but longer than 60 days, a supervisor must approve the suspension. Casenotes need to reflect permission was given and by whom. Please note: Regardless of the length of time enrollment was suspended, when client wants their enrollment to be reactivated, the client must come in to redetermine to ensure they are still eligible for the program regardless of how long the care was placed on hold.~~

~~For example, if a client comes in and wants her care placed on hold for 6 weeks for the child to be with their father due to custody arrangements, this is allowed as long as the timeframe is within their current eligibility. Once the 6 weeks is up, the client must come in to redetermine with their last 6 weeks of documentation to verify they are still eligible for the program.~~

Procedure:

1. FSS will complete A Notice of Change In Child Care Status (Termination Notice/4181)
2. The original Notice will be sent to parent/guardian's mailing address

3. FSS will send a copy to provider and to caseworker for At-Risk children, if applicable
4. FSS will retain a copy in the file
5. FSS will put file in tickler for when termination is to be done
6. On the day of the termination, FSS will notify provider via phone. A Notice of Terminated Children must also be faxed to provider if provider has a fax machine. FSS must casenote that Provider was notified by phone and the Notice of Terminated Children was faxed.
7. FSS will enter a termination date **(the day after)** in the Termination Screen and will enter a termination code according to EFS standards explaining the reason for disenrollment.

****Important! No active household should be terminated unless the Notice of Termination has been sent to the Parent, the Provider and a copy placed in the client file.**

Forms to be used with this policy:

SRF01 Termination Notice

SRF44 Notice of Terminated Children

Additional Requirements regarding Disenrollment

1. If disenrollment is necessary, the Early Learning Coalition of North Florida Board of Directors will notify the Primary Service Provider of the decision to disenroll and the proposed timetable within twenty-four (24) hours of the decision being made.
2. The information concerning the disenrollments should be conveyed to all Board Members and staff of the Coalition and Primary Service provider. Every effort should be made to train front line staff on methods of communicating this message in a positive manner to providers and parents.
3. Consideration should be given to a public service announcement that would be jointly written and distributed to the community and media by the Coalition and the Primary Service Provider. This announcement should include: 1) it is a decision of last resort; 2) the need for child care assistance in the Coalition's counties' areas have outgrown school readiness funding; 3) every effort is being given to locate alternative programs; 4) a plea for public/private funding assistance to alleviate further disenrollment.
4. No disenrollment will be permitted for "Must Serve" categories 1 & 2 unless non-priority children have been disenrolled already and budget constraints require it. Should this occur, the Coalition will consult with OEL and DCF regarding proper notifications and procedures.
5. Children will be disenrolled from the School Readiness program in reverse order of priority placement per Florida School Readiness statute and OEL rule as applicable.
6. Those children that have been disenrolled must be returned to the **Unified Wait List**; these children who have been placed on the waitlist due to disenrollment will have priority over those that are in the same classification of eligibility. Eligibility determination must be recertified before they are placed back into readiness programs.
7. All non-priority clients on the **Unified Wait List** will be placed in "frozen" status. The "freeze" will remain in effect until funding to serve additional clients is made available.
8. Guidelines regarding Parental Choice must be met when changing or moving children from one program to another.
9. Parents should be advised that they can seek information regarding alternative programs and resources.

10. Resource and Referral staff will be maintained by the Primary Service Provider to answer questions and give resource information.
11. The Primary Service Provider is responsible for providing the Coalition supporting data in sufficient and acceptable form and substance including adherence to the Coalition's Disenrollment Procedure.

~~ECSREF14 EGS BG8 ECON Eligibility Random Redetermination Schedule
FY 2014-2015~~

~~Redetermination Schedule~~

~~Non-Referral, Economically Disadvantaged Based Clients Only~~

~~Note: Non-referral economically disadvantaged based client may not receive 2 consecutive years of 1-year eligibility. Note Exception: Keep in mind that Social Security annual cost of living adjustments are updated each January, the correct eligibility practice is to redetermine the case in January so the individual's income will include the annual increase.~~

~~YEAR 2014~~

~~JULY ————— 6 months~~

~~AUGUST ————— 1 year~~

~~SEPTEMBER ————— 6 months~~

~~OCTOBER ————— 1 year~~

~~NOVEMBER ————— 6 months~~

~~DECEMBER ————— 1 year~~

~~YEAR 2015~~

~~JANUARY ————— 1 year~~

~~FEBRUARY ————— 6 months~~

~~MARCH ————— 1 year~~

~~APRIL ————— 6 months~~

~~MAY ————— 1 year~~

~~JUNE ————— 6 months~~

Policy and Procedures

Policy:

"At-risk child" means:

(a) A child from a family under investigation by the Department of Children and Families or a designated sheriff's office for child abuse, neglect, abandonment, or exploitation.

(b) A child who is in a diversion program provided by the Department of Children and Families or its contracted provider and who is from a family that is actively participating and complying in department-prescribed activities, including education, health services, or work.

(c) A child from a family that is under supervision by the Department of Children and Families or a contracted service provider for abuse, neglect, abandonment, or exploitation.

(d) A child placed in court-ordered, long-term custody or under the guardianship of a relative or nonrelative after termination of supervision by the Department of Children and Families or its contracted provider.

(e) A child in the custody of a parent who is a victim of domestic violence residing in a certified domestic violence center.

(f) A child in the custody of a parent who is considered homeless as verified by a Department of Children and Families certified homeless shelter.

Eligibility for Children at Risk of Abuse or Neglect.

(1) Initial eligibility.

~~(a) Eligibility under this category is not dependent on family income or work requirements and will instead be based on a documented referral from the Department of Children and Family Services, or its contracted provider.~~

(a) At-risk and Protective Service Child Care Authorizations. Eligibility is based on a documented child care authorization from the Florida Department of Children and Families (DCF) or its contracted providers, DCF-designated Lead Homeless Coalition Continuum of Care agency or Certified Domestic Violence Center. "At Risk Child" is defined in Section 1002.81(1), F.S.

1. Child care authorizations for at-risk and protective services categories shall be valid for the duration determined by the referring entity. A child may continue to maintain eligibility under the at-risk or protective services categories as long as there is a current and valid child care authorization. The parent no longer maintains the current purpose for care upon the child care authorization's expiration or upon notification of termination from the referring agency to the coalition, whichever comes first.

2. At-Risk and protective services parents with a valid child care authorization will be authorized for 12-months of child care funding. Each time a child care authorization is renewed during the 12-month authorization of child care funding, child care services will continue in increments defined by the referring agency.

3. At the initial determination for at-risk child care authorizations, the coalition or contracted designee shall inform the parent that when the referral expires or is terminated by the referring agency, the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category to continue receiving services for the remainder of the initial 12-month authorization period. Purpose for care must be

reestablished no later than three (3) months after the initial child care authorization expires. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

4. If an additional referral is granted to the parent that extends the purpose for care beyond the initial 12-month eligibility period, the coalition shall authorize the parent for an additional 12-month eligibility period, subject to available funding. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.

5. If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months, at which time the parent must reestablish purpose for care to remain eligible. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.

(b) Each referral for this category may not exceed the referral Care Authorized dates and care may not be authorized for more than sixty (60) days at a time for families under investigation or in diversion, 3 months for domestic violence referrals, and no longer than six (6) months for all other at risk children.

(2) Maintaining eligibility. A child may continue to maintain eligibility under this category if there is a current and valid referral from the Department of Children and Family Services or its contracted provider. Please note that a family being served due to a protective service investigation or participating in diversion may only receives services for a total of six months.

(3) Prior to disenrolling any child under this category, the coalition or its designee shall contact the referral agency to verify continued eligibility.

Specific Authority 411.01(4)(e) FS. Law Implemented 411.01(5)(d), (6) FS. History New 4-21-03.

Categories:

BG1	At Risk	11D	At Risk Diversion	<p>Description: Child care for a child who is in a diversion program provided by DCF/contractor and who is from a family that is actively participating and complying in DCF-prescribed activities.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 60 day increments but not to exceed 6 months in total. A new referral is required for each of the 60 day increments.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(b), 1002.87(1)(b)(e), F.S.; Rule 6M-4.201, F.A.C.</p>
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BG1	At Risk	HOME	At Risk Homeless	<p>Description: Child care for a child from a family that is in the custody of a parent/guardian who is homeless as verified by a DCF designated lead agency on homelessness and is participating with a DCF designated lead agency's continuum of care services plan for homeless families.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from a DCF Designated Lead Agency on homelessness</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 6 months. A new referral is required for each 6 month period.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(f), 1002.87(1)(b)(e), F.S.; Rule 6M 4.201, F.A.C.</p>
BG1	At Risk	DOM	At Risk Domestic Violence	<p>Description: Child care for a child from a family that is in the custody of a parent who is a victim of domestic violence and who is residing in a certified domestic violence center.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from a DCF Certified Domestic Violence Center</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 3 months. A new referral is required for each 3 month period.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(e), 1002.87 (1)(b)(e), F.S.; Rule 6M 4.201, F.A.C.</p>

BG1	At Risk	FAM	Family Supports	<p>Description: Child care for a child from a family that is in the custody of a parent who is a victim of domestic violence and who is residing in a certified domestic violence center.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from a DCF-Certified Domestic Violence Center</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 3 months. A new referral is required for each 3 month period.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(e), 1002.87 (1)(b)(e), F.S.; Rule 6M-4.201, F.A.C.</p>
BG1	At Risk	11	At Risk In Home	<p>Description: Child care for a child from a family that is receiving in-home protective services and is under supervision by DCF/contracted provider for abuse, neglect abandonment and/or exploitation.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 6 months. A new referral is required for each 6 month period.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(e), 1002.87 (1)(b)(e), F.S.; Rule 6M-4.201, F.A.C.</p>
BG1	At Risk	13	At Risk Foster Care	<p>Description: Child care for a child in foster care protective services under supervision by DCF/contracted provider for abuse, neglect abandonment, or exploitation.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: Related child(ren) on the referral only</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Authorization Period: 6 months. A new referral is required for each 6 month period.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50 ; CCDF Part 2.5; ss.1002.81(1)(e), 1002.87 (1)(b)(e), F.S.; Rule 6M-4.201, F.A.C.</p>

BG1	At Risk	14R	At Risk Out of Home	<p>Description: Child care for a child placed in court-ordered custody of a relative/non-relative by DCF/contracted provider and receiving out-of-home protective services.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: Related child(ren) on the referral only</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Authorization Period: 6 months. A new referral is required for each 6 month period.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(d), 1002.87(1)(b)(e), F.S.; Rule 6M-4.201, F.A.C.</p>
BG1	At Risk	IN	Protective Invest In Home	<p>Description: Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect abandonment and/or exploitation. Child remains in the home with the alleged perpetrator.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from DCF or contracted community-based provider</p> <p>Countable Income: If available, count all earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit and authorized eligibility by the referring agency.</p> <p>Income Eligible: Eligibility not dependent on income, but if available should be used to calculate parent fee.</p> <p>Authorization Period: 60 day increments but not to exceed 6 months in total. A new referral is required for each 60 day increment.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(a), 1002.87 (1)(b)(e), F.S.; Rule 6M-4.201, 65C-29.003(9), F.A.C.</p>
BG1	At Risk Protective Investigation	OUT	Protect Invest Out Home	<p>Description: Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect abandonment and/or exploitation. Child has been removed from the alleged perpetrator's home where the investigation is being conducted.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from DCF or contracted community-based provider</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Household Size: Related child(ren) on the referral only</p> <p>Income Eligible: Eligibility not dependent on income, but if available should be used to calculate parent fee.</p> <p>Authorization Period: 60 day increments but not to exceed 6 months in total. A new referral is required for each 60 day increment.</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(a), 1002.87 (1)(b)(e), F.S.; Rule 6M-4.201, 65C-29.003(9), F.A.C.</p>

Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
BG1	At Risk	11D	At Risk Diversion	<p>Description: Child care for a child who is in a diversion program provided by DCF/contractor and who is from a family that is actively participating and complying in DCF-prescribed activities.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR, §98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; Sections 1002.81(1)(b) and 1002.87(1)(b)(e), F.S.;</p>
BG1	At Risk	HOME	At Risk Homeless	<p>Description: Child care for a child from a family that is in the custody of a parent/guardian who is homeless as verified by a DCF designated-lead agency on homelessness and is participating with a DCF designated-lead agency's continuum of care services plan for homeless families.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from a DCF-Designated Lead Agency on homelessness</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR, §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(f) and 1002.87(1)(b)(e), F.S.;</p>

BG1	At Risk	FAM	Family Supports	<p>Description: Child care for a child from a family that is in the custody of a parent who is a victim of domestic violence and who is residing in a certified domestic violence center.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from a DCF-Certified Domestic Violence Center</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(e), and 1002.87 (1)(b)(e), F.S.;</p>
BG1	At Risk	11	At Risk In Home	<p>Description: Child care for a child from a family that is receiving in-home protective services and is under supervision by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR, §§ Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(c) & 1002.87 (1)(b)(e), F.S.;</p>
BG1	At Risk	13	At Risk Foster Care	<p>Description: Child care for a child in foster care protective services under supervision by DCF/contracted provider for abuse, neglect, abandonment, or exploitation.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: Related child(ren) on the Child Care Authorization Form only</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR §§ 98.20(a)(1)(ii), 98.44, 98.50 ; CCDF State Plan, Part 2.5; Sections 1002.81(1)(c), and 1002.87 (1)(b)(e), F.S.,</p>

BG1	At Risk	14R	At Risk Out of Home	<p>Description: Child care for a child placed in court-ordered custody of a relative/non-relative by DCF/contracted provider and receiving out-of-home protective services.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization: Yes -- from DCF or contracted community-based provider</p> <p>Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee.</p> <p>Household Size: Related child(ren) on the Child Care Authorization only</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR §§98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(d), and 1002.87(1)(b)(e), F.S.;</p>
BG1	At Risk	IN	Protective Invest In Home	<p>Description: Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. Child remains in the home with the alleged perpetrator.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization: Yes -- from DCF or contracted community-based provider</p> <p>Countable Income: If available, count all earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit and authorized eligibility by the referring agency.</p> <p>Income Eligible: Eligibility not dependent on income, but if available should be used to calculate parent fee.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR §§98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(a) & 1002.87 (1)(b)(e), F.S.; 65C-29.003(9), F.A.C.</p>
BG1	At Risk Protective Investigation	OUT	Protect Invest Out Home	<p>Description: Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. Child has been removed from the alleged perpetrator's home where the investigation is being conducted.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization: Yes -- from DCF or contracted community-based provider</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Household Size: Related child(ren) on the Child Care Authorization only</p> <p>Income Eligible: Eligibility not dependent on income, but if available should be used to calculate parent fee.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR, §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(a) & 1002.87 (1)(b)(e), F.S.;, 65C-29.003(9), F.A.C.</p>

Procedures:

1. Receive referral
 - a. Review entire referral for accuracy.
(If the referral indicates the purpose for care is employment, the employment

must be verified with one current pay stub or employment verification documentation.)

2. Complete the Agency Referral Acknowledgement Form and fax to caseworker within 24 hours to:
 1. Request missing information or corrections needed
**See note below under Miscellaneous regarding edits/corrections.*
 - OR**
 2. Grant/deny fee waiver/reduction request
 - a. **All fee waiver/reduction requests must be approved on a case by case basis.**
 - b. Enter casenote in EFS under client history, recording date of receipt and the action completed via Agency Referral Acknowledgement Form (granting or denial of fee waiver/reduction and/or request for missing or incorrect info.) **If new client, create an EFS record for **client only** and casenote child(ren) name(s) for whom referral is for. Do not add child records at this time as they may be in system under another guardian.*
 - c. Enter referral information in APRICOT Referral tracking database (date referral expires is 10 days from the caseworker signature date including the date signed. Ex. Signature date 4/05/12 then expiration date is 4/14/12).
 - d. Place initial call (Attempt 1) to client
 - A. If client was reached note status (appt. made, serv. not desired, etc..) enter this action in APRICOT referral tracking database
 - B. If client not reached send "unable to contact letter" (Attempt 2) and enter this action in APRICOT referral tracking database
 - C. Enter casenotes in EFS client history
3. Place referral in your tickler on the date it is to expire or on the date you have set an appt. with the client
4. When referral is reached in the tickler:
 - A. If enrolling: Upon completion of enrollment update APRICOT Referral tracking database with number of new enrollments or select redetermination only.
 - B. If expired: complete and fax the Expired Referral Letter to client and Agency Caseworker, place original referral in expired referral binder and update the APRICOT Referral tracking database.
 - C. Enter casenotes in EFS client history

Miscellaneous Information for BG1 Enrollments and Redeterminations

Upon initial enrollment and redetermination:

The children must be under an open At-Risk PI/PS case to be on a referral. A child under protective supervision can be continued on referral for the remainder of the authorization period.

Effective August 1, 2013, priority is given to at-risk children younger than 9 years of age. Children ages 9 years old -13 years old cannot be served and must be placed on the waitlist unless all children birth – school age entry have been served.

- The children on protective service referrals from DCF or DCF contracted agencies who are marked under the custody area as "DCF Placement & Care/Custody" **must** attend a licensed, registered or public school child care provider. This includes children in foster care placements, licensed group homes or out of home relative or non relative placements. Children placed in a relative's home may not be in DCF's custody. A court order or written verification from DCF or its contracted service provider can confirm this. A child may receive a waiver, from DCF, to attend a child care facility that is not approved by DCF.

ANY child under DCF's supervision must be placed in a licensed facility.

Children in foster care, age birth to school entry, must attend a child care facility in compliance with Rule 65C-13.030(2)(d), FAC. Which requires that caregiver(s) shall choose child care for children in licensed out-of-home care according to the following order –

1. Gold Seal accredited child care providers or providers participating in a quality rating system.
2. Licensed child care providers.
3. Public school providers.
4. License exempt child care providers, including religious exempt, registered and non-public school.

These providers must be participating in the SR Program through the local ELC. If there is no available Gold Seal accredited child care provider or space for the child at the Gold Seal provider, then the caregiver shall choose a licensed child care provider. If a licensed child care provider has no availability, the caregiver shall choose a public school provider. If there is no availability at a public school provider, the caregiver shall choose a license-exempt child care provider as this subparagraph requires. The licensed out-of-home caregiver shall assume the cost of child care to the extent that subsidized child care is unavailable.

When individual circumstances warrant deviating from the established prioritized list of child care settings, both the case manager and the coalition must document the reason for choosing care other than by the prioritized list.

A Child at Risk sticker should be placed on the certificate listing protective service children 5 years and under with the caseworkers name and contact number.

Any corrections/edits made to referral must include: 1. initials; 2. **date & time**; 3. name of person from whom authorization to change/edit was given. This information should be recorded manually on the referral AND a history note must be entered in the client record. Signature dates cannot be edited under any circumstances. If there is an error involving the signature date, a new referral must be requested. All communication should be included in the case-notes.

Referral authorization dates cannot be backdated beyond the date of the caseworker signature.

For parents/guardians when the fee waiver/reduction is not granted, the BG8 eligibility process should be followed to determine parent fees. As a best practice, if parents/guardians do not provide proof of income, the parent fee should be set to the highest possible parent fee on the sliding fee scale prior to being waived/reduced for the duration of the referral. This will encourage parents/guardians to obtain a purpose of care as quickly as possible after a referral is no longer valid. ~~(The BG8 Income Worksheet should be used NOT the BG1 Income Worksheet as it is used only for those being granted fee waivers.)~~ However, Services will not be denied if documentation is not supplied. Parent fees should be determined as accurately as possible with the written or verbal information available. The *Request for Missing Documents Form* to obtain missing documentation process (see below) will be used to provide proof of attempts to complete the file.

From OEL: At-Risk children should not be denied services while ECS works to obtain the necessary documentation to support the child's age. ECS must work with the referring entity to obtain the supporting documentation which could be a copy of the court order indicating the child was removed from the home. Documentation to support the effort in obtaining the necessary evidence should be maintained in the file while awaiting the corroborating documentation. Example: a letter or a notice indicating the request of the documentation. Supporting documentation obtained must contain the child's name and date of birth, establishing the child is of an appropriate age to receive funding.

(Request For Missing Documents Form)

Internal Procedures to obtain missing documentation

When possible all paperwork and files should be completed for BG1 clients as for all other clients. When required documents are missing:

1. Upon the 10th day after enrollment or redetermination, complete the *Request for Missing Documents Form* (Attempt 1). Original goes to parent. A copy is sent to caseworker. Place in tickler for 15 days. Casenote
2. On the 25th day, complete attempt 2. Same as above. Casenote
3. On the 40th day, complete attempt 3. Same as above. Place *Request for Missing Documents Form* with all 3 attempts documented in client's file. No further are attempts required. Casenote.

If documentation was never received during initial authorization and a new referral is received several months later renewing child care authorization, this process must be followed again if documentation is not provided at redetermination.

SRPP02- TANF Eligible – WorkSource Policy & Procedures

Policy:

~~Children at risk of welfare dependency. Includes the following children:~~

- a. Temporary cash assistance clients, whose children shall be eligible based on a documented referral and documentation showing proof of TANF payments.

6M-4.202 Eligibility for Children at Risk of Welfare Dependency.

Compliance with statutory welfare transition program requirements by the Department of Children and Family Services or the local workforce referral agency.

Welfare Transition Program. Eligibility is based on a documented child care authorization issued by DCF or the local workforce agency.

Temporary Cash Assistance parents must also maintain compliance with statutory welfare transition program requirements by DCF or the local workforce referral agency, as monitored by the referring agency.

All children eligible under the Temporary Cash Assistance, Temporary Cash Assistance Respite, and Temporary Cash Assistance Applicant programs will be authorized for child care funding for the period indicated by the referring agency's child care authorization. The parent no longer maintains purpose for care under this eligibility category upon child care authorization expiration or upon notification of termination from the referring agency to the coalition, whichever comes first.

The coalition or contracted designee shall inform the parent and DCF or local workforce referral agency that when the child care authorization expires the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category to continue to receive services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the child care authorization expires. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

Categories:

BG3	Temporary Cash Assistance Not Working	TCAN	TCA Not Working	<p>Description: Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is receiving temporary cash assistance (TCA) under chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in activities assigned by the referring agency. In two parent families, both parents must have a purpose for care as documented on the authorizing referral.</p> <p>Applicable Purpose for Care: Education & Training (ET), Job Search (JS) or Work Activity (WA)</p> <p>Work Requirements: Based on the federal work requirements activity assigned by the referring agency.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from Welfare Transition Program/local workforce board</p> <p>Income Eligible: Yes — at or below 185% of FPL (Determined by DCF)</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group.</p> <p>Countable Income: Countable unearned income from all household members who are included in the TANF assistance group. Employment income should not exist for this category. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: Referral based — maximum is six months.</p> <p>Reference: 45 C.F.R., Part(s) 98.44, 98.50; CCDF Part 2.5; s. 1002.87(1)(a), F.S.; Rule 6M-4.202, F.A.C.</p>
BG3W	Temporary Cash Assistance Working	TCAW	TCA Working	<p>Description: Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is employed and receiving temporary cash assistance under chapter 414 F.S., and subject to the federal work requirements. In two parent families, both parents must have a purpose for care as documented on the authorizing referral.</p> <p>Applicable Purpose for Care: Employment (EM), Both Employment and Training and/or Education (TT)</p> <p>Work Requirements: Based on the federal work requirements activity assigned by the referring agency.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from Welfare Transition Program/local workforce board</p> <p>Income Eligible: Yes — at or below 185% of FPL (Determined by DCF)</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group.</p> <p>Countable Income: Earned and countable unearned income from all household members who are included in the TANF assistance group. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: Referral based — maximum is six months.</p> <p>Reference: 45 C.F.R., Part(s) 98.44, 98.50; CCDF Part 2.5; s. 1002.87(1)(a), F.S.; Rule 6M-4.202, F.A.C.</p>
WRC	Temporary Cash Assistance Respite	RCI	TCA Respite	<p>Description: Child care for a child from a family that includes a parent who is receiving temporary cash assistance (TCA) under</p>

				<p>chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in respite activities assigned by the referring agency. Participants may participate in an out-of-home residential treatment for alcoholism, drug addiction, alcohol abuse, or a mental health disorder, as certified by a physician licensed under chapter 458 or chapter 459, instead of a work activity while participating in treatment. The participant shall be required to comply with the course of treatment necessary for the individual to resume work activity participation. The treatment agency shall be required to notify the referring agency with an initial estimate of when the participant will have completed the course of treatment and be ready to resume full participation in the Welfare Transition Temporary Cash Assistance Program. Care may be provided for up to 24 hours per day.</p> <p>Applicable Purpose for Care: Respite Services (WR)</p> <p>Work Requirements: Based on the federal work requirements activity assigned by the referring agency.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — from Welfare Transition Program/DCF</p> <p>Income Eligible: Yes — at or below 185% of FPL (Determined by DCF)</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group.</p> <p>Countable Income: Earned and countable unearned income from all household members who are included in the TANF assistance group. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: Based on a documented referral not to exceed 60 days</p> <p>Reference: 45 C.F.R., Part(s) 98.44, 98.50; CCDF Part 2.5; s. 1002.87(1)(a), F.S.; Rule 6M-4.202, F.A.C.; s. 414.0655, F.S.</p>
BG3AP	Economically Disadvantaged TCA Applicant	APP	TCA Applicant	<p>Description: Temporary child care for a child from a family that is economically disadvantaged who has applied for TCA, including an up-front diversion payment in order to seek employment.</p> <p>Applicable Purpose for Care: Employment (EM), Education & Training (ET), Employment and Education and/or Training (IT), Job Search (JS) or Work Activity (WA)</p> <p>Work Requirements: Based on the federal work requirements activity assigned by the referring agency.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes — Welfare Transition Program/local workforce board</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: Yes — at or below 150% of FPL</p> <p>Authorization Period: One 30-day period.</p>

				Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss. 1002.81(7), 1002.87(1)(c)(f), F.S.; Rule 6M-4.203, F.A.C.; s. 414.095(1), F.S.
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School Readiness Service Priorities

Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
BG3	Temporary Cash Assistance Not Working	TCAN	TCA Not Working	<p>Description: Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is receiving temporary cash assistance (TCA) under chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in activities assigned by the referring agency. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form.</p> <p>Applicable Purpose for Care: Education & Training (ET), Job Search (JS) or Work Activity (WA)</p> <p>Work Requirements: Based on the federal work requirements activity assigned by the referring agency.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from Welfare Transition Program/local workforce board</p> <p>Income Eligible: Yes -- at or below 185 percent of Federal Poverty Level (Determined by DCF)</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group.</p> <p>Countable Income: Countable unearned income from all household members who are included in the TANF assistance group. Employment income should not exist for this category. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: Based on Child Care Authorization Form - maximum is six months.</p> <p>Reference: 45 CFR §§98.44, 98.50; CCDF State Plan, Part 2.5; Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C.</p>
BG3W	Temporary Cash Assistance Working	TCAW	TCA Working	<p>Description: Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is employed and receiving temporary cash assistance under chapter 414 F.S., and subject to the federal work requirements. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form.</p> <p>Applicable Purpose for Care: Employment (EM), Both Employment and Training and/or Education (TT)</p> <p>Work Requirements: Based on the federal work requirements activity assigned by the referring agency.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from Welfare Transition Program/local workforce board</p> <p>Income Eligible: Yes -- at or below 185 percent of FPL (Determined by DCF)</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the</p>

			<p>TANF assistance group.</p> <p>Countable Income: Earned and countable unearned income from all household members who are included in the TANF assistance group. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: Based on Child Care Authorization Form - maximum is six months.</p> <p>Reference: 45 CFR §§98.44, 98.50; CCDF State Plan Part 2.5; Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C.</p>
WRC	Temporary Cash Assistance Respite	RCI	<p>TCA Respite</p> <p>Description: Child care for a child from a family that includes a parent who is receiving temporary cash assistance (TCA) under chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in respite activities assigned by the referring agency. Participants may participate in an out-of-home residential treatment for alcoholism, drug addiction, alcohol abuse, or a mental health disorder, as certified by a physician licensed under chapter 458 or chapter 459, F.S., instead of a work activity while participating in treatment. The participant shall be required to comply with the course of treatment necessary for the individual to resume work activity participation. The treatment agency shall be required to notify the referring agency with an initial estimate of when the participant will have completed the course of treatment and be ready to resume full participation in the Welfare Transition Temporary Cash Assistance Program. Care may be provided for up to 24 hours per day.</p> <p>Applicable Purpose for Care: Respite Services (WR)</p> <p>Work Requirements: Based on the federal work requirements activity assigned by the referring agency.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- from Welfare Transition Program/DCF</p> <p>Income Eligible: Yes -- at or below 185 percent of FPL (Determined by DCF)</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group.</p> <p>Countable Income: Earned and countable unearned income from all household members who are included in the TANF assistance group. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Authorization Period: Based on a documented Child Care Authorization Form not to exceed 60 days</p> <p>Reference: 45 CFR §§98.44, 98.50; CCDF State Plan, Part 2.5.; Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C.; Section 1002.89, F.S.</p>

BG3AP	Economically Disadvantaged TCA Applicant	APP	TCA Applicant	Description: Temporary child care for a child from a family that is economically disadvantaged who has applied for TCA, including an up-front diversion payment in order to seek employment. Applicable Purpose for Care: Employment (EM), Education & Training (ET), Employment and Education and/or Training (TT), Job Search (JS) or Work Activity (WA) Work Requirements: Based on the federal work requirements activity assigned by the referring agency. Child Age Requirements: Birth to younger than 13 years. Child Care Authorization Form: Yes -- Welfare Transition Program/local workforce board Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Income Eligible: Yes-- at or below 150 percent of FPL Authorization Period: One 30-day period. Reference: 45 CFR. §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.; Section 1002.89, F.S.
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SRPP03 Billing Group 3 BG3R-RCG and BG3-28A (Relative Caregivers)

Policy and Procedures

Policy:

Children in the Relative Caregiver program. Eligibility under this category is not dependent on family income or work requirements and will instead be based on a documented referral from the Department of Children and Family Services, or its contracted provider for BG3R-RCG and documentation from the Department of Children and Families showing TANF amounts with the recipients name. A child may continue to maintain eligibility under this category if there is a current and valid referral from the Department of Children and Family Services or its contracted provider. Prior to disenrolling any child under this category, the coalition or its designee shall contact the referral agency to verify continued eligibility.

~~6M 4.207 Eligibility for Children in the Relative Caregiver Program. Rulemaking Authority 411.01(4)(e) FS. Law Implemented 411.01(5)(d), (6) FS. History New 4 21 03, Formerly 60BB 4.207.~~

Relative Caregiver Program

Child Care Authorization and Relative Caregiver Program Eligibility. In order for a child to be eligible to receive school readiness services in the following categories, pursuant to Sections 1002.87(1)(a)-(i), F.S., a child care authorization or documentation the parent receives relative caregiver payments must be issued by the appropriate agency.

A child may continue to maintain eligibility under the relative caregiver program category if upon closure of the protective services case, the guardian is in receipt of Relative Caregiver Assistance payments for the child in need of school readiness services from the Florida Department of Children and Families.

A child may continue to maintain eligibility under the relative caregiver category for up to

12-months, as determined by the coalition, as long as the parent is in receipt of relative caregiver payments.

At the initial determination for relative caregiver eligibility, the coalition or contracted designee shall inform the parent that when receipt of relative caregiver payments ends the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category to continue the remainder of the initial 12-month authorization period. Purpose for care must be established no later than three (3) months after the receipt of relative caregiver payments ends or upon termination of relative caregiver payments, whichever comes first. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months, at which time the parent must reestablish purpose for care to remain eligible. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.

Categories:

1. **BG3R-RCG** - Child care for a child who has been adjudicated dependent and has had an approved home study and has either been placed by the court with a relative under protective supervision or the court has given relative temporary custody. The child must be a recipient of the Relative Caregiver program payment. Written documentation from DCF or its contractor is acceptable to establish continued eligibility in lieu of the standard referral. If the referral indicates that the purpose for care is employment (of relative caregiver), the coalition must verify employment **with one current pay stub or employment verification documentation**. Care is authorized for a maximum of one year.
2. **BG3-28A** - Services provided to a child placed with a relative permanently or on a short-term basis, who is receiving temporary cash assistance as a TANF "Child Only" case. Must have documentation from the DCF showing TANF amount with the recipient's name. Child care services are provided for placements meeting the definition of working families (need a purpose of care). Eligibility is not dependent on family income. Care is authorized for a maximum of ~~six months~~ 12 months or less. ~~As of August 1, 2013, clients determined eligible under this category must be enrolled through the Unified Wait List. This billing group category is no longer a must serve category.~~

BG3	Economically Disadvantaged TANF Child Only	28A	TANF Child Only	<p>Description: Child care for a child who is recipient of temporary cash assistance as a TANF “child only case” who has been placed with a relative permanently or on a short term basis. Must have documentation from the DCF showing TANF amount with the recipient's name. Guardian(s) must meet the purpose for care requirements.</p> <p>Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT) or Disability (DI)</p> <p>Work Requirements: Guardian(s) must be working or engaged in eligible education/training activities at least 20 hours per week or may be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: No (verification of TANF child only payment needed)</p> <p>Countable Income: Child(ren) income only</p> <p>Household Size: Child(ren) only</p> <p>Income Eligible: Yes -- child's income at or below 150% of FPL for entry into program, at or below 200% of FPL for continued eligibility</p> <p>Authorization Period: 12 months or less</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss. 1002.81(7), 1002.87(1)(c)(f), F.S.; Rule 6M-4.203, F.A.C.</p>
BG3R	At Risk	RCG	At Risk RCG	<p>Description: Child care for a child who is a recipient of the Relative Caregiver payment and determined to be a court ordered dependent by a Florida court and placed in a relative's home by the DCF/contracted provider.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: No — verification of current RCG payment is required</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Household Size: Related child(ren) only</p> <p>Income Eligible: Eligibility not dependent on income, but if available should be used to calculate parent fee.</p> <p>Authorization Period: 12 months or less</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss.1002.81(1)(d), 1002.87 (1)(b)(e), F.S.; Rule 6M-4.207, F.A.C.</p>

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition

2, 5, 9	BG3R	At Risk	RCG	At Risk RCG	<p>Description: Child care for a child who is a recipient of the Relative Caregiver payment and determined to be a court ordered dependent by a Florida court and placed in a relative's home by the DCF/contracted provider.</p> <p>Applicable Purpose for Care: Child Protection (CP)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization: No -- verification of current RCG payment is required</p> <p>Countable Income: If available, count child(ren)'s income only</p> <p>Household Size: Related child(ren) only</p> <p>Income Eligible: Eligibility not dependent on income, but if available use to calculate parent fee.</p> <p>Authorization Period: 12 months or less</p> <p>Reference: 45 CFR, §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(d) & 1002.87(1)(b)(e), F.S.</p>
3, 6, 9	BG3	Economically Disadvantaged TANF Child Only	28A	TANF Child Only	<p>Description: Child care for a child who is recipient of temporary cash assistance as a TANF "child only case" who has been placed with a relative permanently or on a short-term basis. Must have documentation from the DCF showing TANF amount with the recipient's name. Guardian(s) must meet the purpose for care requirements.</p> <p>Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT) or Disability (DI)</p> <p>Work Requirements: Guardian(s) must be working or engaged in eligible education/training activities at least 20 hours per week or may be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, F.S.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: No (verification of TANF child only payment needed)</p> <p>Countable Income: Child(ren) income only</p> <p>Household Size: Child(ren) only</p> <p>Income Eligible: Yes-- child's income at or below 150 percent of FPL for entry into program, at or below 200 percent of FPL for continued eligibility; graduated phase-out applies for income above 200 percent of FPL to 85 percent of State Median Income (SMI) for a family of up to seven; for families of 8 or more, the upper income threshold is at or below 85 percent SMI for continued eligibility.</p> <p>Authorization Period: 12 months or less</p> <p>Reference: 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.;</p>

BG3R-RCG and BG3-28A TANF amounts

Note: In some cases the TANF amount received will be lower than the amounts listed below. In such cases, it is indicated that the family is receiving additional income, and the FSS should ask the caregiver about that to determine whether additional income should be counted. A case note should be made in EFS history notes.

BG3R-RCG:

<u>Age</u>	<u>TANF amount received</u>
0-5 years	\$242 for each child
6-12 years	\$249 for each child
13+	\$298 for each child

BG3-28A:

<u>Number of children</u>	<u>TANF amount received</u>
1	\$180
2	\$241
3	\$303
4	\$364
5	\$426
6	\$487
7	\$549
8	\$610
9	\$671
10	\$733

In both BG3R-RCG and BG3-28A, the family size should only be equal to the number of children in the household receiving TANF. The guardians and other family members not receiving TANF should not be counted.

The income used to calculate parent fees will only be the amount of TANF listed on the "Letter of Eligibility" (CNPE) printout and any other income collected by the caregiver for the child (ex. Child Support).

Procedures:

1. Obtain recent documentation of proof of TANF payments.
 - a. Samples of documentation are:
 - i. Print out from ACCESS
 - ii. Recent letter of eligibility
 - b. Compare documented TANF amount with the TANF amounts above to determine billing group category
2. All other eligibility requirements apply.
3. 3. Maximum redetermination period is one year. ~~6 months or 15 days after ACCESS review date (whichever is less)~~

SRPP05 BG5 – Billing Group 5- WorkSource
Policy and Procedures

Policy:

Transitional Child Care/Non-Temporary Cash Assistance, whose children shall be eligible based on a documented referral and documented compliance with statutory welfare transition program requirements by the Department of Children and Family Services or the local workforce referral agency. Once determined eligible for school readiness services a child shall remain eligible until he or she reaches kindergarten age. However, eligibility for financially-assisted school readiness services under this category may only continue:

1. Within the time limit for welfare transition services authorized in statute, provided the parent is in compliance with all statutory welfare transition program participation requirements, if the child is eligible based on the parent's participation in a welfare transition program.

~~6M-4.202 Eligibility for Children at Risk of Welfare Dependency~~

~~Rulemaking Authority 411.01(4)(e) FS. Law Implemented 411.01(5)(d), (6) FS. History New 4-21-03, Formerly 60BB 4.202.~~

Category:

BG5	Transitional Child Care	TCC	Transitional Child Care	<p>Description: Child care for a child from a family that includes a parent or parents who transitions from a workforce program into employment as described in s. 445.032, F.S. In two parent families, both parents must have a purpose for care as documented on the authorizing referral.</p> <p>Applicable Purpose for Care: Employment (EM), Both Employment and Training and/or Education (TT).</p> <p>Work Requirements: Employment or Both Employment and Education and/or Training based on documented referral.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: Yes -- Welfare Transition Program/local workforce board</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: Yes -- at or below 200% of FPL initial entry and continued eligibility</p> <p>Authorization Period: 12 months or less</p>
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Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss. 1002.81(7), 1002.87(1)(d), F.S.; Rule 6M-4.202, F.A.C.

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition

4, 7, 9	BG5	Transitional Child Care	TCC	Transitional Child Care	<p>Description: Child care for a child from a family that includes a parent or parents who transitions from a workforce program into employment as described in Section 445.032, F.S. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form.</p> <p>Applicable Purpose for Care: Employment (EM), Both Employment and Training and/or Education (TT).</p> <p>Work Requirements: Employment or Both Employment and Education and/or Training based on documented Child Care Authorization Form.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: Yes -- Welfare Transition Program/local workforce board</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: Yes -- at or below 200 percent of FPL initial entry and continued eligibility; if 85 percent of State Median Income (SMI) is less than 200 percent FPL, this is the upper income threshold for continued eligibility. A graduated phase-out may be implemented at the end of the 12-month eligibility period if income is greater than 200 percent of FPL but less than 85 percent of SMI.</p> <p>Authorization Period: 12 months or less.</p> <p>Reference: 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Section 1002.81(7) & 1002.87(1)(d), F.S.;</p>
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Important Note: ALL TCC start dates will be at the first of the month and end dates will be the last day of a month. You must casenote the remaining months of TCC when determining/redetermining eligibility.

Procedures

1. Receive referral
 - a. Review entire referral for accuracy – return to or contact caseworker if necessary
 - A. Note: If dates or required items are missing, a new referral must be obtained or alternatively the FSS may contact the referring case worker and make pen or pencil changes. Any pen or pencil changes should be signed and dated by the FSS and include the date, time and name of authorizing case worker. If an email and/or fax is sent to the referring case worker, a copy of such must be attached to the referral. Case notes documenting the changes and approvals must be attached as well. The FSS must document attempts to obtain information missing on

referrals. Two documented attempts (phone call & email or fax) would typically represent due diligence.

2. Complete acknowledgement and fax to caseworker within 24 hours
 - a. Enter casenote in EFS under client history, recording date of receipt and completion of acknowledgement (if new client, create an EFS record)
3. Enter referral information in Apricot Referral tracking database (date referral expires is 10 days from the caseworker signature date including the date signed. Ex. Signature date 4/05/12 then expiration date is 4/14/12).
4. Place initial call (Attempt 1) to client
 - A. If client was reached note status (appt. made, serv. not desired, etc..) enter this action in Apricot referral tracking database
 - B. If client not reached send "unable to contact letter" (Attempt 2) and enter this action in Apricot referral tracking database
 - C. Enter case-notes in EFS client history
5. Place referral in your tickler on the date it is to expire or on the date you have set an appt. with the client
6. When referral is reached in the tickler:
 - A. If enrolling: Upon completion of enrollment update Apricot Referral tracking database with number of new enrollments or select redetermination only.
 - B. If expired: complete and fax the Expired Referral Letter to client and Agency Caseworker, place original referral in expired referral binder and update the Apricot Referral tracking database.
 - C. Enter case-notes in EFS client history. Must enter a TCC history code specifying the TCC time frame and months of TCC remaining.

SRPP06 BG 8 – Working Poor & Migrant Farmworkers & CCPP

Policy and Procedures

Policy:

~~Eligibility for Children in Working Families Whose Income Does Not Exceed 150 Percent of the Federal Poverty Level at the Initial eligibility is based on family income, as defined in rule, must be at or below 150 percent of the federal poverty level. "Working families," as defined by subsection 6M 4.100(22), F.A.C., will be given priority for enrollment under this eligibility category. A coalition may also serve additional children who are determined to be at high risk of school failure; however, such families must meet the statutory definition of "economically disadvantaged. Pursuant to Florida School Readiness Statute, once determined eligible for school readiness services a child shall remain eligible until he or she reaches kindergarten age. However, eligibility for financially assisted school readiness services under this category may only continue provided the family's income is at or below 200% of the Federal Poverty Level (FPL) as the upper level of the program subsidy support as~~

~~stated in section 3.3 "Eligibility Criteria for Child Care" of the State of Florida's Child Care and Development Services Plan. A parent must notify the coalition, or its designee, of any change in employment, income, or family size within ten (10) calendar days.~~

Income Based Eligibility Categories.

(a)Initial Eligibility Determination.

The age limits of eligible children are set forth in Section 1002.87(1), F.S. as follows:

Priority 3- *Priority shall be given next to a child from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. who is from a working family that is economically disadvantaged, and may include such child's eligible siblings, beginning with the school year in which the sibling is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. until the beginning of the school year in which the sibling is eligible to begin 6th grade, provided that the first priority for funding an eligible sibling is local revenues available to the coalition for funding direct services.*

Priority 6- *Priority shall be given next to a child who is younger than 13 years of age from a working family that is economically disadvantaged. A child who is eligible under this paragraph whose sibling is enrolled in the school readiness program under paragraph (c) shall be given priority over other children who are eligible under this paragraph.*

The family's income, as defined in Section 1002.81(8), F.S., must be at or below 150 percent of the Federal Poverty Level (FPL) for economically disadvantaged and 200 percent of the FPL for Child Care Executive Partnership (CCEP) children for entry into the school readiness program. If 85 percent of the State Median Income (SMI) is less than 150 percent of the FPL, then 85 percent of the SMI is the income threshold for entry into the school readiness program for economically disadvantaged. If 85 percent of the SMI is less than 200 percent of the FPL, then 85 percent of the SMI is the income threshold for entry into the school readiness program for CCEP children.

A family shall not have assets that exceed one million dollars (as certified by a member of such family). This applies to all children funded with Child Care Development Block Grant funds, including children identified in Section 1002.81(1), F.S.

The family must also meet the definition of "Working Family" as defined by Section 1002.81(16), F.S. Initial eligibility determinations for Economically Disadvantaged, Special Needs, and Child Care Executive Partnership children will be authorized for 12-months of child care funding.

If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months, at which time the parent must reestablish purpose for care to remain eligible. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

(b) Maintaining Eligibility at Redetermination.

Age of the child. The age of eligible children is set forth in Section 1002.87(1), F.S. (see initial eligibility) If a child's age exceeds the age limit during the 12-month authorization period, the child shall continue to receive services for the remainder of the 12-month authorization period.

The family's income must remain at or below 85 percent of the State Median Income (SMI) as the upper level of the program subsidy support. A family shall not have assets that exceed one million dollars (as certified by a member of such family).

The family must also meet the definition of "Working Family" as defined by Section 1002.81(16), F.S. as follows:

(16) "Working family" means:

(a) A single-parent family in which the parent with whom the child resides is employed or engaged in eligible work or education activities for at least 20 hours per week;

(b) A two-parent family in which both parents with whom the child resides are employed or engaged in eligible work or education activities for a combined total of at least 40 hours per week; or

(c) A two-parent family in which one of the parents with whom the child resides is exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, and one parent is employed or engaged in eligible work or education activities at least 20 hours per week.

All redetermining eligible Economically Disadvantaged, Special Needs, and Child Care Executive Partnership children will be authorized for 12-months of child care as funding allows.

Maintaining Eligibility During an Interruption in Employment Activities or Education Activities.

1. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in employment activity, with an option to return to that activity, not to exceed three (3) months. A temporary interruption in employment activity includes circumstances such as the parent's seasonal employment, school system-related employment or leave in compliance with the Family Medical Leave Act. If the temporary interruption in employment exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's employment resumes. The child shall not be placed on the waiting list if the parent has verification that they are still employed and returning to that employment. Care may be re-established for the remainder of the initial 12-month authorization upon resumption of employment and reevaluation of the remaining eligibility factors.

2. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in the parent's educational activity with an intent to return to the education activity at the next available full semester or term, not to exceed three (3) months

between a semester or term. If the temporary interruption exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's education enrollment resumes. The child shall not be placed on the waiting list if the parent has verification that they have enrolled in the next semester. Care may be re-established for the remainder of the initial 12-month authorization upon resumption of education and reevaluation of the remaining eligibility factors.

3. School readiness children shall not be terminated prior to the end of the 12-month eligibility period based on a parent's non-temporary interruption or cessation of employment, attendance at a job training or education program. Parents shall be provided a three (3) month period to re-establish their purpose for care. The 3-month period will start on the last day of verifiable employment/training/education for working families or the last day of the referral period for at-risk families. If a parent does not establish a purpose for care at the end of the three (3) month period, school readiness funding will be discontinued.

4. Parents and providers must be notified if, as a result of any redetermination, a child is determined ineligible for financial assistance within 10 calendar days.

Notification to parents

The coalition or contracted designee shall notify the parents of their responsibility and the method to notify the coalition or contracted designee within 10 calendar days of any change of circumstances related to:

1. Address,
2. Temporary/Non-temporary work or education status,
3. Family size,
4. Failure to maintain attendance at a job training or education program,
5. Income exceeds 85% of the state median income (SMI).

Payment Certificates

Upon determination of eligibility, a parent shall be given a payment certificate to submit to an eligible child care provider to enroll the child in its school readiness program. The payment certificate shall at a minimum include the child(ren) for whom a coalition authorized child care, the provider the family selected, signatures of both the beneficiary and school readiness provider representative, the assessed parent copayment for each eligible child, the authorized hours of care and the authorized begin and end dates for school readiness services.

Transfer of School Readiness Services.

A family shall continue to receive school readiness services during the 12-month eligibility period due to a change in residence within the state to a different coalition service area.

(a) The school readiness funding shall transfer to the coalition service area that the family relocates to. Funding shall reflect the remaining balance of 12-month eligibility.

(b) The parent copayment may not be increased due to a transfer of services outside of the coalition service area.

(c) The coalition service area of transfer will be responsible for the redetermination of

eligibility at the end of the original 12-month authorization period.

(d) If the family transfers during a three (3) month period to reestablish a purpose of care, the family must reestablish a purpose of care by the end of the three (3) month period for services to be continued in the new coalition service area.

Termination of School Readiness Services.

Services shall be discontinued for a family prior to the end of the 12-month eligibility period under limited circumstances. The family and provider will be notified of disenrollment at a minimum of two weeks prior to termination of services. Qualifying events for termination include:

(a) Excessive unexplained absences that exceed 10 calendar days during a total month of attendance. The coalition shall document 3 attempts to contact the family and the provider regarding excessive absences prior to disenrollment.

(b) Substantiated fraud or intentional program violation determined by the coalition or its designee pursuant Sections 1002.91 and 1002.84 (17), F.S.

(c) A change in residency outside of the state of Florida.

(d) Purpose of care is not reestablished at the end of a three (3) month period.

(e) The family income exceeds 85% of the current state median income.

Categories:

Note: Effective August 1, 2013, BG8-27; BG8-29; BG8-3; and BG7-25 all rolled into the new billing group, BG8-ECON. BG8OP-OPW is no longer an eligible category. Clients will stay in their current billing group until they redetermine. At that time, clients must qualify in one of the other billing group categories in order to continue services.

BG8	Economically Disadvantaged	ECON	Economically Disadvantage	<p>Description: Child care for a child from a family that is economically disadvantaged including, but not limited to, a working migratory family that is economically disadvantaged as defined by 34 C.F.R. s. 200.81(d) or (f) or an agricultural worker who is employed by more than one agricultural employer during the course of a year, and whose income varies according to weather conditions and market stability.</p> <p>Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT), Migrant Employed (ME) or Disability (DI)</p> <p>Work Requirements: In a one parent family, the parent must be employed at least 20 hours per week or engaged in eligible educational activities unless exempt from work requirements due to age or disability. In two parent families, both parents must be working a combined total of 40 hours per week or engaged in eligible education activities unless exempt from work requirements due to age or disability. Parent(s) with whom the child resides can be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Referral: No</p>
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				<p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: Yes—at or below 150% of FPL for entry into program, at or below 200% of FPL for continued eligibility</p> <p>Authorization Period: 12 months or less</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; ss. 1002.81(7), 1002.87(1)(c)(f), F.S.; Rule 6M 4.203, F.A.C.</p>
CCEP	Child Care Executive Partnership	P1	CCEP	<p>Description: Child care for a child from a working family that is economically disadvantaged and receives CCEP matching funds. The CCEP program provides state, federal and local funds to offer subsidies to low income working parents whose family income does not exceed the allowable income for any federally subsidized child care program with a dollar for dollar match from employers, local government, and other matching contributions.</p> <p>Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT) or Disability (DI)</p> <p>Work Requirements: In a one parent family, the parent must be employed at least 20 hours per week or engaged in eligible educational activities unless exempt from work requirements due to age or disability. In two parent families, both parents must be working a combined total of 40 hours per week or engaged in eligible education activities unless exempt from work requirements due to age or disability. Parent(s) with whom the child resides can be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459.</p> <p>Child Age Requirements: Younger than 13 years of age</p> <p>Referral: No</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: Yes—at or below 200% of FPL initial entry and continued eligibility</p> <p>Authorization Period: 12 months or less</p> <p>Reference: 45 C.F.R., Part(s) 98.20(a)(1)(ii), 98.44, 98.50; s. 1002.94, F.S.</p>

School Readiness Service Priorities

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
3, 6, 9	BG8	Economically Disadvantaged	ECON	Economically Disadvantage	<p>Description: Child care for a child from a family that is economically disadvantaged including, but not limited to, a working migratory family that is economically disadvantaged as defined by 34 CFR s. 200.81(d) or (f) or an agricultural worker who is employed by more than one agricultural employer during the course of a year, and whose income varies according to weather conditions and market stability.</p> <p>Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT), Migrant Employed (ME) or Disability (DI)</p> <p>Work Requirements: In a one parent family, the parent must be employed at least 20 hours per week or engaged in eligible educational activities unless exempt from work requirements due to age or disability. In two parent families, both parents must be working a combined total of 40 hours per week or engaged in eligible education activities unless exempt from work requirements due to age or disability. Parent(s) with whom the child resides can be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, F.S.</p> <p>Child Age Requirements: Birth to younger than 13 years</p> <p>Child Care Authorization Form: No</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: Yes-- at or below 150 percent of FPL for entry into program, at or below 85 percent for continued eligibility; if 85 percent of State Median Income (SMI) is less than 150 percent of FPL, this is the income threshold for entry into the program. A graduated phase-out may be implemented at the end of the 12-month eligibility period if income is greater than 150 percent of FPL but less than 85 percent of SMI.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR. §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.;</p>

					<p>Description: Child care for a child from a working family that is economically disadvantaged and receives CCEP matching funds. The CCEP program provides state, federal and local funds to offer subsidies to low-income working parents whose family income does not exceed the allowable income for any federally subsidized child care program with a dollar-for-dollar match from employers, local government, and other matching contributions.</p> <p>Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT) or Disability (DI)</p> <p>Work Requirements: In a one parent family, the parent must be employed at least 20 hours per week or engaged in eligible educational activities unless exempt from work requirements due to age or disability. In two parent families, both parents must be working a combined total of 40 hours per week or engaged in eligible education activities unless exempt from work requirements due to age or disability. Parent(s) with whom the child resides can be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, F.S.</p> <p>Child Age Requirements: Younger than 13 years of age</p> <p>Child Care Authorization Form: No</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: Yes -- at or below 200 percent of FPL initial entry and continued eligibility; if 85 percent of State Median Income (SMI) is less than 200 percent FPL, this is the upper income threshold for continued eligibility. A graduated phase-out may be implemented at the end of the 12-month eligibility period if income is greater than 200 percent of FPL but less than 85 percent of SMI.</p> <p>Authorization Period: 12 months.</p> <p>Reference: 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50; Section 1002.94, F.S.</p>
	CCPP	Child Care Executive Partnership	P1	CCEP	

CCPP – SR Child Care Executive Partnership. Local business, local government, and other funders provide dollar for dollar match with CCEP funding to provide child care services. Regular parent fees apply.

New Enrollment:

1. When funding is available, clients on the waiting list will be contacted according to the priority guidelines set up by the Early Learning Coalition Florida School Readiness Statute 1002.87(1), F.S. as follows:

School Readiness Service Priority Definitions

s. 1002.87(1), F.S.

(1) Effective August 1, 2013, or upon reevaluation of eligibility for children currently served, whichever is later, each early learning coalition shall give priority for participation in the school readiness program as follows:

Priority

1	(a) Priority shall be given first to a child younger than 13 years of age from a family that includes a parent who is receiving temporary cash assistance under chapter 414 and subject to the federal work requirements.
2	(b) Priority shall be given next to an at-risk child younger than 9 years of age.
3	(c) Priority shall be given next to a child from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. who is from a working family that is economically disadvantaged, and may include such child's eligible siblings, beginning with the school year in which the sibling is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. until the beginning of the school year in which the sibling is eligible to begin 6th grade, provided that the first priority for funding an eligible sibling is local revenues available to the coalition for funding direct services. However, a child eligible under this paragraph ceases to be eligible if his or her family income exceeds 200 percent of the federal poverty level.
4	(d) Priority shall be given next to a child of a parent who transitions from the work program into employment as described in s. 445.032 from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2.
5	(e) Priority shall be given next to an at-risk child who is at least 9 years of age but younger than 13 years of age. An at-risk child whose sibling is enrolled in the school readiness program within an eligibility priority category listed in paragraphs (a)-(c) shall be given priority over other children who are eligible under this paragraph.
6	(f) Priority shall be given next to a child who is younger than 13 years of age from a working family that is economically disadvantaged. A child who is eligible under this paragraph whose sibling is enrolled in the school readiness program under paragraph (c) shall be given priority over other children who are eligible under this paragraph. However, a child eligible under this paragraph ceases to be eligible if his or her family income exceeds 200 percent of the federal poverty level.
7	(g) Priority shall be given next to a child of a parent who transitions from the work program into employment as described in s. 445.032 who is younger than 13 years of age.
8	(h) Priority shall be given next to a child who has special needs, has been determined eligible as a student with a disability, has a current individual education plan with a Florida school district, and is not younger than 3 years of age. A special needs child eligible under this paragraph remains eligible until the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2.
9	(i) Notwithstanding paragraphs (a)-(d), priority shall be given last to a child who otherwise meets one of the eligibility criteria in paragraphs (a)-(d) but who is also enrolled concurrently in the federal Head Start Program and the Voluntary Prekindergarten Education Program.

- a. The client will be contacted by **via email or by** phone and, asked to come in to the office and provide the FSS with the required documentation to establish eligibility.
 - b. The client needs to provide the FSS with the name of the child care program where the child is or will be attending. If the client does not know where the child will attend, the FSS will offer Resource and Referral services to the parent to assist the parent with his/her child care choice.
 - c. Child care in this funding group is provided on a first come, first served basis.
2. Family Service Specialist will inform the guardian of required documentation to bring to interview. Parent fees will be based on income and family size.
 3. During the appointment, the client will complete and sign the following forms:
 - i. Application
 - ii. Certificate
 - iii. Fee agreement
 - iv. Terms and Conditions
 - v. Child Enrollment Checklist
 - vi. Income worksheet
 - vii. **Additional documents as needed based on the information provided**

SRPP09 Eligibility File Organization

Policy and Procedures

All SR files must follow the following order:

✓ **File organization:**

○ **Right Side of file (top to bottom)**

1. Eligibility Checklist Divider
2. Notice of Continued Eligibility – If applicable and only if Notice of Continued Eligibility is to cancel a 4181 due to missing original certificate.
3. 4181 due to missing original certificate.
4. **Signed Application**
5. **Signed Certificate**
6. **Signed Fee Agreement-** check to make sure parent fees match sliding scale
7. **Parent Fee Change Form (if applicable)**
8. **Signed Income Worksheet**
9. **Statement of non-receipt of child support**
10. **Verification of Family Status**
11. **Check stubs/VOE & printout of case note that lists details of VOE confirmation /letter from employer/proof of child support**
12. **Social Security Letter (if applicable)**

13. School Enrollment Letter (if applicable)
14. Referral/CNPE printout
15. 4181- termination notice
16. Redetermination letter

17. Application—application for current eligibility period should be the very 1st document on the right side of the file
18. Certificate—should follow application
19. Fee Agreement
20. Provider Transfer Request *see below
21. Parent Fee Change Notification—if applicable
22. Income Worksheet—including Notification of nonpayment of child support (page 4 of Income Worksheet)
23. Child Support payment or nonpayment—if applicable
24. Pay stubs—if applicable
25. Education documentation—if applicable
26. Other Income documentation—if applicable
27. Referral—if applicable
28. Referral acknowledgement—if applicable
29. Colored paper divider

The following additional paperwork is needed based on the following situations:

Provider Transfer

- Provider transfer request form
- Application
- Certificate

Schedule Change Only

- Application
- Certificate
- Parent Fee Agreement

Update Only

- New Referral (If Applicable)
- Parent Fee Change Form (If Applicable)
- Application (If Billing Group Changed)
- Certificate

○ **Left Side of file (top to bottom)**

1. Casenote form – for when EFS is down and can't enter case-notes in EFS.
2. Eligibility Checklist Divider
3. Child Enrollment Checklist
4. Terms and Conditions
5. Parent Code of Conduct
6. Changes in Household Form
7. Fraud Statement Acknowledgement
8. Legal Forms Pertaining to case
9. Proof of Age for all children in household
10. Proof of citizenship for all children receiving services

11. Proof of Guardianship for all children
12. Verification of Family Status—if applicable
13. Guardianship documents—if applicable
14. Birth Certificates (proof of birth) for all children in the household
15. Proof of Residence
16. Copy of photo ID for all parents/guardians in the household

When doing a Provider Transfer Request, the family needs to sign a new application and new certificate and then place the transfer request form (which is also signed by the parent) behind the new application and certificate and **complete a new divider showing "Provider Transfer" on top of the old application.**

SRPP10 Maintaining Eligibility during Breaks in Employment

Policy and Procedures

Policy:

Maintaining Eligibility for Financial Assistance; Breaks in Employment.
This policy applies to the following Billing Groups only: BG8, BG3-28A

A family shall maintain eligibility for School readiness services:

1. **During a break in employment, provided employment is re-established within sixty (60) calendar days from the last day at previous employment. During this time, school readiness services will be reimbursed. In this case we are able to reassess fees and base them on current income with documentation.**
2. **During a temporary break in employment for up to sixty (60) calendar days for medical reasons, including maternity leave, if determined medically necessary and documented by a licensed physician school readiness services will be reimbursed. In this case, we are able to reassess fees and base them on current income with documentation.**
3. **During an interruption in employment, with an option to return to that employment, including such circumstances as seasonal employment or school system related employment, the client shall not be placed on the waiting list and services will be considered suspended, and not reimbursed, until employment resumes. Care may be re-established upon resumption of employment.**

NOTE:

A parent/guardian has up to 60 days to re-establish purpose for care provided the 60 days occurs within the eligibility period. Custodians receive less than 60 days if the time between the loss of purpose for care and the end of the authorized eligibility period is less than 60 days. A case cannot be redetermined as eligible without a purpose for care.

Procedures:

1. Parent/guardian must complete an interim redetermination process. (See policy [Eligibility Determinations Initial Enrollments & Redeterminations](#)).

The new redetermination date must be set for last day of services based on parent/guardian's situation. For example, if the break in employment is due to loss of employment, the new redetermination date must be the sixtieth (60th) calendar day from the parent/guardian's last day of employment.

Maintaining Eligibility During an Interruption in Employment Activities or Education Activities.

1. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in employment activity, with an option to return to that activity, not to exceed three (3) months. A temporary interruption in employment activity includes circumstances such as the parent's seasonal employment, school system-related employment or leave in compliance with the Family Medical Leave Act. If the temporary interruption in employment exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's employment resumes. The child shall not be placed on the waiting list if the parent has verification that they are still employed and returning to that employment. Care may be re-established for the remainder of the initial 12-month authorization upon resumption of employment and reevaluation of the remaining eligibility factors.

2. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in the parent's educational activity with an intent to return to the education activity at the next available full semester or term, not to exceed three (3) months between a semester or term. If the temporary interruption exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's education enrollment resumes. The child shall not be placed on the waiting list if the parent has verification that they have enrolled in the next semester. Care may be re-established for the remainder of the initial 12-month authorization upon resumption of education and reevaluation of the remaining eligibility factors.

3. School readiness children shall not be terminated prior to the end of the 12-month eligibility period based on a parent's non-temporary interruption or cessation of employment, attendance at a job training or education program. Parents shall be provided a three (3) month period to re-establish their purpose for care. The 3-month period will start on the last day of verifiable employment/training/education for working families or the last day of the referral period for at-risk families. If a parent does not establish a purpose for care at the end of the three (3) month period, school readiness funding will be discontinued.

4. Parents and providers must be notified if, as a result of any redetermination, a child is determined ineligible for financial assistance within 10 calendar days.

Policy and Procedures

Policy:

The coalition is allowed to provide services to a child ages 3 years through admission to kindergarten who has special needs, and has been determined eligible as a student with a disability. The child must have an Individual Education Plan (IEP) with a Florida school district. Eligibility ends once a child is eligible for admission to kindergarten in a public school.

Although all earned and countable income is calculated to determine parent fees, this billing group is not income eligible therefore can be above 85% of the state medium income (SMI) 200% of the federal poverty level and still be eligible for services. If this is the case, the maximum parent fee should be assessed for the client's family size.

This billing group also does not require for clients to meet this minimum work requirements. This means that a one parent household can still be eligible if they are not working or going to school a minimum of 20 hours. Two parent households can still be eligible in this billing group if they are working and/or going to school less than a combined 40 hours.

CF	Special Needs	SN	Special Needs	<p>Description: Child care for a child, who has special needs, has been determined eligible as a student with a disability, has a current individual education plan with a Florida school district, and is not younger than 3 years of age. A special needs child eligible under this billing group remains eligible until the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. Allocation requires office approval.</p> <p>Applicable Purpose for Care: Special Needs (SN)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: 3 years of age through admission to kindergarten</p> <p>Referral: No IEP needed from local school district</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: No</p> <p>Authorization Period: 12 months or less</p> <p>Reference: ss. 1002.87(1)(h) and 1003.21(1)(a)2, F.S.</p>
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School Readiness Service Priorities

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition

8	CF	Special Needs	SN	Special Needs	<p>Description: Child care for a child, who has special needs, has been determined eligible as a student with a disability, has a current individual education plan with a Florida school district, and is not younger than 3 years of age. A special needs child eligible under this billing group remains eligible until the child is eligible for admission to kindergarten in a public school under Section 1003.21(1)(a)2, F.S. Allocation requires office approval.</p> <p>Applicable Purpose for Care: Special Needs (SN)</p> <p>Work Requirements: N/A</p> <p>Child Age Requirements: 3 years of age through admission to kindergarten</p> <p>Child Care Authorization Form: No - IEP needed from local school district</p> <p>Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.</p> <p>Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.</p> <p>Income Eligible: No</p> <p>Authorization Period: 12 months.</p> <p>Reference: Section 1002.87(1)(h) and 1003.21(1)(a)2, F.S.</p>
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Note: The Special Needs Rate is the same rate as the infant rate. In order to ensure that providers are being reimbursed at the correct rate for these children, the care level for these children should be the special needs care level.

SRPP12 Deciding Client or Child Eligibility for Relative Caregivers

Policy and Procedures

Policy:

When setting up eligibilities in EFS for BG3 28A and RCG, ECS will do what is in the best interest of the family as determined by lowest parent fee possible. If all children are listed on the same referral, ECS will group them under client eligibility unless separating eligibilities by child will give a lower parent fee. If several referrals are given with each child listed separately, ECS will group them by child unless grouping the eligibility under the client will give a lower parent fee. When creating separate child eligibilities, ECS will manually give sibling discounts. Regardless of client or child eligibility, all paperwork will be kept in one file.

Example:

A CNPE is given to FSS with 4 children listed on referral. Guardian is receiving \$247/month for each child. If grouped together as referral indicates, total income is \$11856. As a family of 4, Guardian would pay parent fee based on second bracket of sliding fee scale. Looking at each child separately, total income is \$2964. As a family of 1, Guardian would pay minimum fee based on first bracket of sliding fee scale. The second scenario gives a lower parent fee

SRPP14 Duplicate Records

Policy and Procedures

Policy:

Duplicate records in EFS must be saved under a "DUP" category and/or merged with the original record.

The person who created the duplicate record will be the person responsible to merge the records. If the person who created the duplicate is no longer with the agency, his/her supervisor will merge the records.

Procedures:

When a Duplicate Record is found in EFS, the following steps must be taken:

1. Bring up the duplicate record. (this record is usually the one created second)
2. Tab to client's last name field.
3. Type "DUP" at the beginning of the last name and then a space in order to have a space between the "DUP" and the last name. For example the new name should read, DUP SMITH and NOT DUPSMITH.
4. Go to the Children's Screen, if the child is also a duplicate.
5. Tab to child's or children's last name field.
6. Type "DUP" at the beginning of the last name and then a space in order to have a space between the "DUP" and the last name. For example the new name should read, DUP SMITH and NOT DUPSMITH.
7. Terminate any open eligibility and child enrollment existing under the DUP record EXCEPT VPK enrollment.
 - a. If dealing with a VPK enrollment, please contact the VPK department with the DUP record information so that they will handle the VPK enrollment transfer from the DUP record to the current or valid record.

The above steps will ensure that all known duplicates will be filed in the same place and will make searching for a parent easier.

When merging duplicate records with the original records, the following steps must be taken:

1. Once the DUP file is created, go to the History from the parent screen.
2. Transfer every single casenote from the DUP record to the current or valid record. *This can be done by, using your mouse, highlight all the information that you wish to transfer. Then press, Ctrl C, to copy the highlighted portion. Next, go to the current or valid record and press Ctrl V. This will paste the highlighted text into the new record.*
 - a. Make sure that there are no case-notes entered under the History screen from the Children's screen. If case-notes have been entered in this screen, these must be transferred also.
3. Open the corresponding eligibilities and child enrollments as applicable.

How to AVOID duplicating records:

The person entering a record MUST do a query by pressing F11 and type NO MORE than the first 3 letters of last name followed by the % sign and the first three letters of first name followed by the % sign. Then press F12.

If the individual's name contains special characters (i.e. -, ', etc.) then simply put the % sign. For example, J'ane Smith, search for J% Smi% and NOT J'% Smi%.

SRPP15 Dual Eligibility

Policy and Procedures

Policy:

In the case of a child or family having **Dual Eligibility** for School Readiness services, we will choose the eligibility for each child that keeps all of the children in the family in the same funding category **as long as all of the children qualify**. Other factors to consider once this is addressed is which eligibility will serve the family's long term needs best. Considerations will include which eligibility has the highest priority for service and if any of the children are protective service. The factors to consider may vary in importance from family to family so each decision must be documented in EFS case notes.

An exception to this is any child with a Must Serve (BG1, BG3, BG5) eligibility should always be enrolled as their corresponding eligibility regardless of any other considerations.

Example: A family is redetermining and has a BG5 referral but they are very close to the end of their second year of care and while we are currently enrolling and "rolling over" we do not know if we will be when the family will be due to redetermine next time. If we choose BG8 as the eligibility then the family will not lose care at the end of the 2 year TANF period.

Example: A family qualifies as BG8 but one of the children is a niece with an open protective service case and was placed out of the home into the aunt's home. The child qualifies as a BG1 (14R) and should be enrolled as such even though the rest of the children qualify as BG8.

Procedures:

Miscellaneous Information:

Family with a dual eligibility where all incomes are counted, each eligibility must be opened under each child's name accordingly. Each eligibility must have the appropriate household size and income applicable to that eligibility.

Example : A mother, with her own child, is receiving income from her employer and death benefits. She also has her niece who receives Child Only TANF. All income is counted and

must be entered in the interview screen appropriately. However, the Maintain screen must be revised as follows:

Eligibility	Client's own child's name	Client's niece's name
Funding	BG8-ECON	BG3-28A
Purpose of Care	Employment	Employment
Income	Employment income & Death benefits	TANF Child Only Income
Household size	Client and her own child	Child receiving TANF Child Only
Redetermination	Follow BG8 redetermination policy	Follow BG3-28A redetermination policy

Comment: If above client has more than one biological child, an eligibility maintain screen should be open per each child. When assessing parent fees for the children under the same Billing Group, the sibling discount must be calculated manually. Manually revised parent fees must be entered as a fee waiver in the enrollment screen.

SRPP16 Eligibility for School Readiness and VPK for ECS Staff & Friends and Family of ECS Staff

Policy and Procedures

Policy:

If a current or former employee from any department of ECS applies for services, eligibility is to be determined by the Family Services or VPK Coordinator. No employee can find him or herself eligible for School Readiness or VPK as this represents a conflict of interest. After eligibility has been established the physical file is to be reviewed by the Director of Family & Provider Services and housed in a secure location in her office. The same guidelines, policies and procedures used to determine if members of the general public are eligible for services will be used to determine eligibility for ECS staff.

All ECS staff and former staff are required to sign the ECS Staff Fraud Statement of Understanding at the initial enrollment and again at each redetermination there afterwards.

If an employee has a friend or family member that is applying for services, the ECS staff member should notify their supervisor so that arrangements can be made for another employee or supervisor to determine their eligibility as this represents a conflict of interest. The same guidelines, policies and procedures used to determine if members of the general public are eligible for services will be used to determine eligibility for family members and friends of ECS staff.

SRPP21 Self Employed: Guidance for determining income of self-employed individuals

Self-Employed Income — Rule 6M-4.208, F.A.C.

Policy:

Self-employed applicants shall provide appropriate documentation sufficient to determine hours worked and income, such as: business account ledgers, written documentation from customers, contractors, or federal tax returns.

Preferred Source: Income tax record and all accompanying Tax Schedules from most recent year if reflective of current earnings circumstance should be used to determine countable income. If not reflective of current earnings for the household or applicant/recipient has not been self-employed long enough to have filed income tax then the complete business records year to date should be requested from the household. This includes complete record of earning and proof of expenses. No expense should be considered as an allowable deduction unless proof of the expense such as a receipt has been received. Business earnings/expense statements from accountants are acceptable forms of documentation. Depreciation, meals and entertainment are not recognized for child care funding.

The best thing would be to gather last year's tax return (see additional information below), but if this is not available or is not indicative of current earnings, they should provide us with accounting documents or a calendar of what work was performed when, for whom, and how much \$ was made on a daily basis. If the person works on commission, look at the last sale(s) to determine how long would be reasonable for this income to be a livable earning. At the point it falls below minimum wage, the parent should bring in documentation to prove how they are able to live (for example, savings and other bank account records). If we use tax returns, we either count the gross earnings or, if documentation of approved expenses is available, we will deduct approved expenses. Approved expenses with documentation (receipts) may include mileage, a dedicated phone line, etc. Not allowable: meals, entertainment, utilities (if office is in-home), and depreciation.

Forms to be used with this policy

SRF01 Casual Labor Calendar: (This is for anyone that is paid on a daily basis or not on a regular schedule): Some individuals that are considered to be self-employed may only do lawn work or side jobs. Forms of documentation to establish income must include the last six weeks of all check stubs or written statements from each employer, and a work calendar must also be submitted documenting every calendar day during the past **six four** weeks. The work calendar must show the dates worked, for whom and amount received, including any overtime (both length of time and amount received). These calendars need to also document the days the client did not work along with their initials. Case notes should clearly explain why other types of earnings documentation are unavailable. Ex. Newly established business.

All Self Employed clients must have their eligibility approved by a supervisor. FSS should schedule appointments with self-employed clients when a supervisor is available. If this is impossible then the file must be given to the supervisor the next time he/she is at the office

and it must be approved at that time. Documentation of the approval must be maintained in the client's case notes.

Always start with talking to the client, asking about their business so we can gain perspective about what type of deductions will be allowable.

Procedures:

Using Tax Returns

We only use the income tax forms to establish self-employment income. If a couple has one person working for someone and the other spouse is self-employed then we use the tax return for the self-employed spouse and pay stubs or VOE for the employed staff.

If the client only has the 1040EZ, they were not self-employed last year or at minimum did not claim self-employment income so we can't accept the 1040EZ.

If the client has Form 1040, they should either have a schedule C, C-EZ, Schedule F (For Farm Income), E or whichever schedule is mentioned by the earned income line. You must collect all pages of the 1040 and all accompanying schedules and documentation.

No documentation of business deductions? On Form 1040, Use line 12, 17 or line 18 along with the appropriate Schedule. Do NOT use Line 22.

Documentation of business deductions

- On 1040 Form, do NOT use Line 22.
- On Schedule C-EZ, Look at Part II Line 1. This is what we count for their income. You will also need to make sure that the amount on C-EZ Part II Line 3 is the same dollar amount found on Form 1040 Line 12. If it does not match, you may not accept the client's tax return for self-employment documentation.
- On Schedule C start with line 7 (how much money they made) and then deduct any appropriate expenses listed below. Your final number is the counted income for child care purposes.
- On Schedule F start with line 11 and then deduct any appropriate expenses listed below. Your final number is the counted income for child care purposes.
 - Advertising
 - Car and truck expenses (Really think about this and make sure it is for business use) (about the nature of the business & case note the reasoning behind your decision if you decide to allow the expense as a deduction)
 - Commissions and fees
 - Contract labor
 - Employee benefit programs
 - Insurance other than health
 - Interest (business mortgage or other interest on assets that the business owns – do NOT count interest for a home mortgage even if the business is run out of the home)
 - Legal and professional services
 - Office expenses (not for home)
 - Pension and profit sharing plans

- Rent or lease (not for home)
- Repairs and maintenance (not for home)
- Supplies (not for home)
- Taxes and licenses (not for home)
- Travel (need to obtain number of miles and multiple by state allowance of .445 (or whatever the current state of Florida allowance is). Also, really think about this. If the client is traveling a lot throughout the day because he is a salesman, then deducting his business travel mileage is fine; however, if the client is traveling to one location to work an 8 hour day, then that should not be deductible- it is like us traveling to our offices every day)
- Utilities (not for home)

Wages – Note: Deductions for payment to employees can be allowed but only when itemized & the employee's name is identified. Such deductions are only allowed when the payment is not to members of the applicant's household as such payments are part of the household member's countable income. If the business is paying a family member and claiming it as wages paid rather than as a withdrawal from the business then it would reduce the business's income but the family member-employee would be listed on the tax return. Their wages would be counted in the family income. If they were not listed as having received wages on the Schedule C, then it is just a withdrawal from the business and does not reduce the business' income.
- Other Expenses (depends on what they are talking about – need to case note the reasoning behind your decision if you decide to allow the "Other Expenses" as a deduction)
- For Schedule F, we may also allow Chemicals, Conservation Expenses, Custom Hire, Feed, Fertilizers & Lime, Freight & Trucking, Gasoline/fuel/oil (if a business expense), Labor Hired, Seeds & Plants, Storage & Warehousing (if not for personal use), Supplies, Utilities (if not for the home), Veterinary/breeding/medicine

Examples of what documentation is not acceptable for deduction when using a tax return:

- Depletion
- Depreciation
- Meals and entertainment

If a documented expense is not on this list, see your supervisor before going any further.

You will often be challenged by parents on why not all IRS deductions are allowable. A recommended response is that we are not determining how many taxes they owe but rather what amount of income is available for them to care for the family.

How do I know if they are working enough hours to qualify, when I'm basing eligibility on a tax return?

Hours worked per week must be equivalent to 20 hours at a minimum for one parent households, or a combined 40 hours for two parent households- effective July 1, 2013.

Consider current Minimum wage

Example: They made approx. \$5200 gross (or after allowable, documented/collected deductions) on the tax return

$\$5200/52 = \$100/\text{week}$.

$\$100/\text{minimum wage } (\$8.05 \text{ per hour, effective June 1, 2015}) = \text{average of } 12.42 \text{ hours per week}$. At this point, the family service specialist would need to ask additional questions and request documentation showing that the parent worked the minimum required hours to qualify. This would need to be documented in a case note along with written documentation. Note: A parent does not have to earn minimum wage in order for the coalition to consider him or her employed. A Family Service Specialist does have the obligation to continue asking for explanations and documentation until the FSS is satisfied that they understand the situation and must case note the factors that helped them make the eligibility determination.

Consider when the person began the business, and you can allow them a 6-month start-up period in which perhaps they weren't making the equivalent of 20 hours/week at minimum wage. Then try the calculation again.

If, at the time of redetermination, the parent has been self-employed for a reasonable period (six months), and is showing consistent business loss, the family service specialist should ask questions, such as, "How do you pay your household expenses if your only income source in the home is operating at a loss?" Based on the response, the specialist should decide how to proceed. If the explanation is not adequate, the specialist may require additional documentation. Self-employment determinations vary, and the coalition must handle them on a case-by-case basis.

What about partnerships?

Use the clients' % of ownership to adjust the gross income to determine their income. You will need to collect proof of their ownership, such as an S-Corp certificate. You cannot deduct the partner's "drawing" (salary) as a deduction.

In businesses that have multiple partners, the net income would be multiplied by the client's percentage of ownership. For example, a business is owned by a husband, wife & brother-in-law. To determine the household's portion of income when the husband and wife are our applicants and each partner owns a one third interest in the business, the net income is multiplied times 33.3% times 2 to account for each spouses share. We allow up to 6 months for startup of a self-employed business after which we would expect the net income to be at least equivalent times 20 hours/week time minimum wage in order to meet purpose of care (employment). If 2 household members are employed by the business then the net income must equal a combined 40 hours/week in order to meet the purpose of care. We would expect that the owners would earn the equivalent of minimum wage. If a business has been in existence for over six months and the client is not earning at least minimum wage, then there must be a reasonable explanation as to how the client is able to pay for shelter, food, etc. and as to how they are working enough hours to meet the purpose for care requirement.

What about people paid "under the table"?

We cannot allow any deductions here, because they are not paying any taxes. Use only their gross income.

Other Important Information

- We do not allow deductions for one's home even if the business is located there – as no family can deduct such – however, costs for renting a separate location from which to operate the business is allowable.
- Deductions are not recognized for withdrawals made by the applicant, as this will count towards their household income.
- If you allow something to be deducted that could be questioned, always case note the rationale behind your decision.

SRPP22 SR/RR Mail Policy & Procedures

Policy:

All outgoing mail must be dated on the date mailed.

Copies of all mailed notices, letters etc. will indicate the date mailed and to whom and will be kept in either the parent or the provider file, whichever is appropriate.

Mail received may be date stamped upon opening.

Any returned mail will be noted in both the parent file and in EFS under the "History" section of the parent screen and/or the provider screen.

Returned Mail Policy

If you receive returned mail from a client, try contacting the parent by phone to see if you can get an updated address and new documentation for this address to add to the file. If you are not successful reaching the parent by phone, contact the child care provider to see if they have an updated address on file and ask the provider to let the parent know you are trying to reach them to obtain new proof of residency documentation. ~~send a termination notice to the last known address and send the returned mail letter to the parent at the child care provider's address along with a termination notice.~~ Move the file to the tickler file for fifteen days from the date of the returned mail letter. ~~Follow termination procedures if you still do not receive an address for the parent within that time.~~ Continue to make three attempts to follow-up with the parent to obtain new proof of residence documentation and update the tickler as needed. If the child has stopped attending the provider, you can terminate the enrollment of the child.

~~An exception to this policy is made in the case that a family is homeless and has no set address to receive mail. Then the mailing address for the parent will be the provider's address.~~

If you receive returned mail from a provider, try to contact the provider by phone. Child care licenses are based on physical addresses so if the provider has relocated, we will need a copy of the new child care license. If the provider has closed a post office box, verify that the physical address is the same as we have on file.

If you are unable to contact the provider and the provider has school readiness children enrolled, contact the parents' of these children and inform them that they will need to choose a new provider. Check the DCF CCIS website to determine whether a licensed provider is still licensed. If a previously licensed provider is no longer licensed, inactivate the provider in CCRR immediately. If the provider was never licensed or is still considered licensed on the DCF CCIS website, uncheck the "Accepts Referrals" box. Once all of the children have been re-enrolled with new providers and the billing period is closed, the provider should be inactivated in EFS in CCMS. To do this, contact the Provider Services department.

All returned mail from parents should be placed on the right hand side of the parent file. All provider returned mail should be filed in the provider file held at Central in the Provider Services department.

SRPP18 Eligibility Funding Transfers

Policy and Procedures

Policy:

Eligibility transfers may occur at times. Factors such as change in household size, change in income, moving from an income-based category to a must-serve category and vice-versa will result in an eligibility transfer.

During a redetermination process, the Family Service Specialist must consider the factors above to determine if an eligibility transfer is needed.

Procedures:

1. From the Parent Screen Go to "ELIGIBILITY" and then "TRANSFER"
2. Complete corresponding & required fields in the "TRANSFER" screen
3. Continue with the redetermination process

* Parent fees must be assessed under new eligibility

SRPP19 ECS Case-notes

Policy and Procedures

Policy:

Case history notes are a tool for the eligibility counselor to use when determining eligibility or denying eligibility for SR services. Case history notes can fill in gaps and explain missing documentation for income calculations and/or determination of family size that are not readily explained by reviewing the paperwork and documents submitted for eligibility. They also serve as a reminder as to what was discussed in an interview, the next appointment date, redetermination due date, and benefits or services given to the family. Good case history notes also help program supervisors, reviewers, or other counselors who monitor the case files or are assigned to determine eligibility for services at a later date. The case should stand alone and proper narration of the reasons behind eligibility decisions will enable reviewers to reach the same conclusion as the authorizing worker.

If the coalition followed policy and procedures and narrated actions well, any reviewer should reach the same conclusions as the specialist that determined eligibility.

Following are SOME examples that should be documented with a casenote:

- Child is enrolled
- Redeterminations
- Mailing of Termination notices
- Mailing of Notice of Eligibility redetermination
- Any conversations with the family
- Calls received and/or returned
- Change of status: address, last name, guardianship, income, (list in EFS the previous address/name, etc. & what you changed it to)
- Change in provider
- Change in fees
- Family is receiving Food Stamps
- Complaints
- Conversations with other agencies, resources, other FSS about the family

- Verification of employment/tips, including employee's name, date of hire, date first pay is expected, hourly rate, and projected hours of employment also indicate the employer's information including the name of the employer, name/title of person with whom info. was verified
- When requesting a different proof of residency other than the parent's license.
- Child support received and for which children as well as how child support was calculated if not evident
- Notes regarding calculation of income if not straightforward and/or certain income was not counted, etc.
- When countable income is \$0 for BG8 eligibilities (ex. How does a parent who is in school FT live on \$0 income?)
- When client is a full time student:

If your potential client qualifies based on the above, in your EFS parent history notes, please write, "(person's name) is a full time student as defined by (school's name). With (# hours) weekly driving time and

reasonable study time, (person's name) qualifies for full time care." Be sure to always include your initials with the history notes.

- Case narrations should indicate any whereabouts of absentee parents, to prevent unclaimed child support
- Changes to referrals should be initialed and case narrations noted that a discussion occurred with the referring case manager on specified date and the change was authorized or a new referral
- When ASQ's are completed and if they are not completed, they reason why
- All unusual circumstances
- Loss of purpose of care
- Review dates

Use the handwritten casenote form when EFS is down or not available. (see forms section)

SRPP20 Child Support Policy & Procedures

Policy:

Child Support—All income must be verified. This is income for the child for whom it is intended. The amount received and for which child must be specified in EFS Interview screen as well as in case notes. It counts in the household income as it is meant as support for the child. Child support should be addressed for each child in the home who does not have both parents in the home. Child support should be addressed for each absent parent. For example: grandma applies for her 6 year old grandchild-child support should be addressed for both absent parents. **Rule 6M-4.208, F.A.C.**

Child Support Documentation: Preferred Source: Verification from child support enforcement or clerk of the court website showing gross amount paid to the household on behalf of the child and the period over which it is paid. **(Use six the last four weeks or two months based on payment schedule.)**

Website: <https://www.myfloridacounty.com/cse/pub>

On the printout, please write the child or children's names that the child support is for. The following should also be written on the form:
6 weeks back is: <insert date> verified through the following website:

<http://www.timeanddate.com/date/dateadd.html>

Alternate Source: Written statement from the absent parent/guardian indicating what the absent parent/guardian paid over the last **six four** weeks including dates (including the year) payments were made. Copies of checks and/or canceled checks can accompany written statements, or be submitted in lieu of written documents. A court order can be used if it was just issued-however, if the court order has been established for a period of time, the specialist should request proof of the last **six four** weeks of payment and average income as paid. **EPPI smiONE** Debit Card statement.

*If for any reason the first two sources are not available, an attestation from the parent stating the amount of child support received or not received is acceptable. The case narration must explain why the first two alternatives were not available. The date, phone number, and description of what occurred when an attempt to contact an absent parent who is paying court ordered or non- court ordered child support must be entered in the narrative. Two documented attempts would be considered due diligence. Then the eligibility specialist should discuss with the custodial parent what record keeping should be set up and used to establish child support payments in the future. For example: an absent mother sends a check two to three times per month. Copies of two months of checks should be requested. If the absent parent is paying in cash, then a calendar should be maintained by the custodial parent showing dates and amounts of payments, preferably with absent parent's initials next to the payment.

Note: A written statement from the custodial parent/guardian can be accepted if they state they do not receive child support, but cannot be used if they receive child support. This written statement of non-receipt serves two purposes. First, it shows that the eligibility specialist addressed the issue of child support, and second, should the information provided later show to be false, then that document can be used to establish that the parent/guardian misrepresented their circumstances.

Procedures:

When using verification from child support enforcement or clerk of the court website showing gross amount paid (not disbursed), the following steps must be used:

1. If document shows consistent amounts being paid at a consistent pattern, use that amount & pattern to calculate monthly amount. For instance:
 - a. Absent parent pays \$250 biweekly. The calculation should be as follows: $\$250/2 = \$125/\text{wk} \times 52 \text{ weeks} = \$6500 \text{ yearly} / 12 \text{ months} = \$541.67/\text{month}$
 - b. Absent parent pays \$800 at the beginning of each month, then \$800 is the monthly amount to be entered in the system.
 - c. Absent parent pays \$25/wk. The calculation should be as follows: $\$25/\text{wk} \times 52 \text{ wks} = \$1300/12 \text{ months} = \$108.33 \text{ per month.}$
2. In the case where payments are sporadic or not consistent, the formula to be used is as follows:
 - a. $(\text{The sum of payments made within the last } 46 \text{ weeks}) / 46 \text{ weeks} = \text{____}/\text{wk} \times 52 \text{ wks} = \text{____} \text{ yearly} / 12 \text{ months} = \text{____} \text{ monthly amount}$

Note: Some child support documentation will show a lump sum. This lump sum may be the result of arrearages.

Arrearages received for the first time or once a year are not to be included in the calculation. Include a casenote stating the following: "child support lump resulting from child support; therefore it wasn't included in the family's total income."

Arrearages received in a recurring pattern (for instance, the family received a lump sum last year and another one this year) must be added to the total average household income after all income calculations have been made. A casenote explaining this must be entered.

Forms to be used with policy:

SRF62 – Child Support written statement sample

Policy:

When reimbursement specialists the Provider Services Department process rosters each month, they make a list of children in each county for whom providers marked as terminated on the roster. The reimbursement specialist will terminate the enrollment **only** with reason of "Provider Noted Term". This list will be available on or before the 20th of each month, on the H drive under CCRR/Provider Noted Terminations (PNT) by month and county. FSC's will review each month and alert FSS's of its availability.

Although parents and/or providers should tell us when a previously terminated child wishes to re-enroll at the same program, this does not always happen. The following procedure will enable us to eliminate some of the common internal payment correction requests received. Additionally, it will help us serve families who are due to be redetermined or who are missing paperwork whether or not their children have active enrollments.

Procedures:

FSS should review this list and contact the families to determine if they would like to enroll elsewhere or whether eligibility should be terminated. A casenote documenting the results/attempts should be made in EFS and on the PNT Spreadsheet. (If a child's eligibility is to be terminated, the FSS must follow School Readiness Eligibility Termination Procedure. **If contact cannot be made with the parent/guardian, the enrollment should be terminated, however the eligibility should remain open until the predetermined redetermination date.**)

For Eligibility Terminations:

1. FSS will enter **an enrollment** termination date the day after the PNT date in the Termination Screen.
2. ~~FSS will complete A Notice of Change In Child Care Status (SRF01 Termination Notice/4181)~~ FSS will attempt to contact the client to determine if the child is still in need of care. If the child is no longer in need of care, the original SRF01 4181/ Termination Notice will be sent to parent/guardian's mailing address.
3. If it is determined care is still needed, the FSS will work with the client to determine placement for the child.

NOTE: For children who are being served through DCF or a DCF contracted agency (PI/PS children) the FSS should contact the originating caseworker to alert them and casenote any case status change provided to FSS. In addition a copy of the SRF01 4181/ Termination Notice should be sent to the originating caseworker, **if a termination notice is deemed necessary. All actions should be case-noted in EFS and on the PNT Spreadsheet.**

4. FSS will retain a copy the SRF01 4181 / Termination Notice in the file, **if used.**
5. History notes will be added to EFS documenting contact attempts and to document any notices sent.

Note: ~~If unable to reach parent send a 4181 providing 10 to 15 days of eligibility from date of 4181 providing parent time to contact FSS, if no contact is made eligibility will be terminated and actions case noted.~~ Children being served through DCF or a DCF contracted agency should not be terminated until the caseworker has been contacted and termination has been approved.

Other notes:

When a child re-enrolls in school readiness services at the same program where they have previously been noted as terminated:

If, during a month, a FSS hears from a parent or provider that a child had been terminated at a program but has since returned to the program within 15 days of the date of termination, the FSS should look up the child on the enrollment screen to see if the child's enrollment has been terminated in EFS.

If it has not, the FSS should record the details of the phone call in the Parent History notes and also mark on the Contact Notes, "Disregard PNT on (name of the month) roster. See history note." Be sure to include the date you make the contact note & your initials under "Contact Notes". This way, when the Reimbursement Provider Services Specialist pulls the child up to terminate enrollment based on the roster, they will see that the child has been re-enrolled at the same program & the Reimbursement Provider Services Specialist will not terminate the child. The Reimbursement Provider Services Specialist will make a note on the roster and will then delete the FSS Contact notes, after reviewing the History note as well.

If, when the FSS looks the child up in EFS & the Reimbursement Provider Services Specialist has terminated the child's enrollment, new enrollment paperwork will need to be completed by the FSS, parent & provider. The new enrollment start date may be the day that the FSS speaks with the family to enroll, but not before.

When a provider calls and says they received a denied reimbursement because the child was terminated:

First check to see why the child was terminated. If they were terminated because of a provider noted termination (PNT), please advise the provider of this.

If the provider says the termination was noted in error and that the child never stopped attending, check to see if the family is still eligible. If the child is still eligible for care, then the child can be reenrolled with no lapse in care - only **if** the child has been in attendance the whole time **and** no more than 60 calendar days have lapsed since the roster was submitted.

If the child is no longer eligible for care, advise the provider of the last day the child qualified for care and that we won't be able to pay for care beyond that day.

In both of these cases, if you are able to enroll the child for all or some of the time frame, please do so. If there is a period of time for which you can't reenroll the children in EFS due to closed reimbursement, please complete an internal payment correction request or have the provider complete a payment correction request form. All corrections must be requested within 60 days of the roster due date.

SRPP26 Provider Transfer Policy & Procedures

Policy:

The parent is required to have a **Provider Transfer Request Form** completed by the Provider before the transfer can be done. The completion of this form will ensure that all parent fees due have been satisfied by the parent. We can mail, fax or e-mail this form to the provider directly or if the parent wishes, we can give the form to the parent to hand deliver to the provider. If a parent has receipts or cancelled checks showing payment of parent fees, having the provider signing off on the transfer form is not necessary. If time will not allow completion of the form, the specialist may call the provider and fill the form out over the phone. It should be noted on the form who the specialist spoke with and the time and date. All areas of the form must be complete.

Parents can only be held responsible for parent fees in order to transfer providers, however they should be encouraged to pay any balances owed in full, or make arrangements to establish a payment plan. ~~30 days old or less.~~ If a parent has a receipt(s) from the provider that would be in an amount sufficient to cover the parent fees and the receipt does not specifically say the payment was for some other charge, it will be assumed that parent fees have been paid. Please note that due to the Rilya Wilson Act, protective services children must not have a lapse in care. Therefore, although we will request that parent fees of protective services children be satisfied prior to a transfer, we will not deny a transfer of protective service children if fees are not paid.

Procedures:

Once the Provider Transfer Form has been completed / returned, the Family Service Specialist will need to verify the transfer with current provider and note this verbal verification on the provider transfer form where applicable. A new Child Care Certificate and SR Application must be printed for appropriate signatures and filed within client file.

1. If the child's schedule needs to be changed or adjusted, see the section titled "**CHANGING A CHILD'S SCHEDULE**".
2. Print out the new paperwork for the parent to sign. Go to ELIGIBILITY, MAINTAIN. On the top tool bar of the MAINTAIN screen, print out the application, certificate, and the fee agreement. **The certificate should have the start date for the new provider and the end date for the client's eligibility.**
3. Have the client sign the Provider Transfer Request form also, and file all paperwork in the appropriate order in the client's file.
16. Make an appropriate case note under "HISTORY" on the parent screen.

Forms to be used with policy:

SREF52 Provider Internal Transfer Request (to use when child is transferring within the same provider but to a different location)
SREF53 Provider Transfer Request

SRPP30 SR Qualifying Families who are Full Time Students

Policy and Procedures

Policy:

Definition of Educational/Training—Families may qualify for child care assistance if they are in school or in training. The fewest hours that qualify a one parent household are 20 hours per week for employment, education/training, or combination of both based on the family's needs. Travel or study time cannot be used to qualify the parent to reach the minimum 20 hours per week. The fewest hours that qualify two parent households are a combined 40 hours a week for employment, education/training, or combination of both based on the family's needs.

Education & Training (ET)	Document that an official of the school or institution completes on letterhead or stationery with an official seal stating the number of classroom hours and any lab hours, date the semester/training period starts and the date it ends. Online courses are allowable. Screen prints showing student's enrollment status, hours and classes in which enrolled from the educational website are also forms of acceptable documentation. However, a coalition should consider the hours that a school-age child is in school. OEL requires a minimum equivalent combination of 20 hours per week to obtain purpose for care.
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Educational activities – Includes vocational education, GED preparation, compulsory education, on-the-job training, job readiness training or postsecondary education.

Required Educational/Training Documentation - Current document completed by an official of the school or institution showing number of classroom hours and any lab hours, date the semester/training period starts, and the date it ends. This should be on appropriate letterhead or stationery for the school/institution or training program or contain an official seal. On-line courses are allowable; however, the coalition should consider the hours that a school age child is in school. Most universities & community colleges consider a FT student to be one taking 12 or more credit hours.

If the official school letter states anything less than FT, in order to find parent eligible additional documentation will be required. The student must provide in addition to the official school letter a transcript/schedule showing that ACTUAL class hours are equal to or exceed 20 hours, as travel or study time cannot be used to qualify the parent **to reach** the minimum 20 hours per week. To determine hours of care needed, we need to review the drive time, class & lab hours (documented on a transcript/schedule), and study hours (study time should be considered at a rate of one hour of study time/day for each credit hour.

When setting the redetermination date for clients whose purpose of care includes completing education activities, the redetermination date should be set for **60** days past the last day of school. This is because Section 1002.87(5), F.S., provides 60 days for the parent from a working family to reestablish employment after becoming unemployed.

From section 1002.81(16), F.S., The definition of a "Working family" means:

(a) A single-parent family in which the parent with whom the child resides is employed **or engaged in eligible work or education activities for at least 20 hours per week**;

(b) A two-parent family in which both parents with whom the child resides are employed or engaged in eligible work or education activities for a combined total of at least 40 hours per week; or

(c) A two-parent family in which one of the parents with whom the child resides is exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, **and one parent is employed or engaged in eligible work or education activities at least 20 hours per week.**

Internal procedures:

The following information should be included in the case history notes: *parent is a full time student as defined by (school's name), to explain any other situation the (# hours in class, weekly driving time and reasonable study time, considered must be explained.*

SRPP32 Reinstatement of Services

Policy and Procedures

Policy:

If school readiness services of a parent/guardian has been terminated for any reason, provided funding allows, the parent/guardian may be eligible to have his/her school readiness services reinstated within **14 5** calendar days of the termination date. The parent/guardian must be in compliance with school readiness policies and requirements before services are reinstated. Should services be reinstated, the parent/guardian will be financially responsible for the gap in services.

SRPP34 Verifying Employment Information

Policy and Procedures

Policy:

When a parent/guardian is unable to provide **6 4** weeks of consecutive paystubs, ECS staff may obtain employment income information through a locally developed employment verification form (VOE), signed statement from the employer or a signed contract for

employment. ECS staff should give the parent/guardian an employment verification form for the employer to complete and sign or have the parent/guardian obtain a signed statement or signed contract for employment from the employer. Whichever document is used to verify employment it should include the employee's name, date of hire, date first pay is expected, hourly rate, and projected hours of employment. The document shall also contain the employer's information including the name of the employer, name of person completing the document and title, contact information, signature and date. If a VOE form is submitted, all fields must be completed fully and accurately.

The employer may fax, mail, or deliver the document in person to the ECS office. The employer may also provide a written statement with the required information on the company's letterhead. If this source is not available, the FSS should make direct contact with the employer to request the information. The FSS should record all contact with the employer in the case history notes and on the locally developed employment verification form.

Only in extreme and rare circumstances that must be pre-approved by the Family Service Coordinator should the FSS complete a VOE by phone for the employer in place of the employer- signed statement described above.

The FSS should record in the case notes the parent/guardian's employment date of hire, date of first pay expected, hourly rate, and projected hours of employment and the employers information as indicated above. (A copy of the case history notes for employment verification shall be placed in the eligibility file.)

If the employer is uncertain about the number of hours the parent/ guardian will work, FSS should authorize eligibility for a shorter period of time, to allow time for the parent/guardian to obtain the required number of paystubs and redetermine parent/guardian at that time. History notes explaining why paystubs are not available should be entered.

VOEs should only be used for new employment (less than **6 4** weeks) or for employers that pay "under the table". Do not accept VOEs for clients who receive paystubs. If a client does not have the necessary eligibility paperwork at the time of the interview, do not make the client eligible for services. Do not enroll or redetermine a client who receives paystubs without having **4 6** weeks/**2 months** of consecutive paystubs in hand.

Procedures:

Using a VOE form or employer letter:

At the time of new enrollment and/or redetermination ECS staff must verify VOE's or letters from employers by phone. All pertinent information on the VOE or letter must be verified and manual notes and EFS history Case notes must contain the following information: employee's name, date of hire, date first pay is expected, hourly rate, and projected hours of employment. The document shall also contain the employer's information including the name of the employer, name of person completing the document and title, contact information, signature and date. (A copy of the case history notes for employment verification shall be placed in the eligibility file.)

12/13/06-called employer at 850-922-4620-spoke to area manager Ed Bell who stated Ms. Johnson was employed beginning 12/10/06 works 30-35 hours per week at \$9.50/hour- your initials

Using the Work Number:

Work number verifications must be completed by the FSC. Each FSC has an account set up to access verifications as follows:

To use your Work Number account:

1. Go to The Work Number web site: <https://www.theworknumber.com/SocialServices/>.
2. Click the blue "Log In" button.
3. Enter your username
4. You will now be able to access all of the features of The Work Number Government Services.

In order to obtain the verification the parent/guardian must provide their ssn and their employer code (if known). Once the request is submitted The Work Number will fax us the verification within 5 business days. The employee cannot request their own information, unless the company they work for pays for that service feature.

If a potential client (or one we are re-determining) has just started to work with a company that utilizes the Work Number, it may be up to 15 business days before we actually get the VOE (10 days for the company to register the employee, and an additional 5 days once we have accessed the Work Number to receive the VOE via fax). During this waiting period we are unable to authorize the client for care because we don't have the required documentation of their employment and income.

SRPP36 SR Proof of Child's Age

Policy and Procedures

Policy:

Qualifying Child Documentation

Birth certificates or other proof of the child's age must be obtained as an eligibility requirement. Care cannot begin until the birth certificate or other proof of age is in our file. The following list is acceptable proofs of age:

- An original or certified copy of the child's birth record filed according to law with the appropriate public officer.
- An original or certified copy of the child's baptism certificate or other religious record of the child's birth, accompanied by an affidavit, that the child's parent swore to or affirmed, stating that the certificate is true and correct.
- An insurance policy on the child's life that has been in force for at least two years.

- A passport or certificate of the child's arrival in the United States. (See Appendix F – U.S. Citizenship.)
- An immunization record that a public health officer or licensed practicing physician signed.
- Florida SHOTS documentation.
- A valid military dependent identification card.
- Official court documents.
- Protective services and TANF Child Care Authorization Forms if the Child Care Authorization Form includes age. (**Note** – Domestic violence/homeless Child Care Authorization Forms are not acceptable forms of age verification.)
- Official vital statistics records.
- If a child's parent is unable to submit any of the supporting documentation listed above, a coalition shall document the child's age based on an affidavit that the child's parent swore to or affirmed. A certificate of age, that a public health officer or licensed practicing physician signed, must accompany the affidavit and must state that the physician has examined the child and believes that the age shown on the affidavit is true and correct.

Note – OEL expects that safety is a priority for clients whom DCF or its contracted community-based provider referred. A coalition should not deny SR services if a child's age is not on the Child Care Authorization Form. However, a coalition must obtain age verification within 30 days of initial eligibility determination. Coalition staff should document due diligence and contact the referring agency for proof of age if unable to obtain such proof from the parent.

Important Note: Proof of age for children in the household not receiving services must be collected. If this information can't be collected at time of initial enrollment or redetermination, allow the parent 10 calendar days to gather & provide the proof of age for child or children not receiving services. If proof is not received within the 10 allowable days, continue to contact the client making 3 attempts to collect documentation. Termination policy & procedures must be followed accordingly.

Preferred Source: Birth Certificate

Alternate Sources:

- ~~A duly attested transcript of the child's birth record filed according to law with a public officer charged with the duty of recording births; or~~
- ~~A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;~~
~~or~~
- ~~An insurance policy on the child's life that has been in force for at least 2 (two) years;~~
~~or~~
- ~~A bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;~~
~~or~~
- ~~A passport or certificate of arrival in the United States showing the age of the child;~~
~~or~~
- ~~A transcript of record of age shown in the child's school record of at least four (4) years prior to application, stating date of birth;~~

- or
- g. A current immunization record indicating the date of birth, signed by a public health office or by a licensed practicing physician;
- or
- h. A court order or judgment specifying the child's age or date of birth;
- or
- i. A birth record produced/issued by the hospital where the child was born;
- or
- j. A valid military dependent identification card;
- or
- k. If none of the evidential documents listed above can be produced, an affidavit of age sworn to by parent, accompanied by a certificate of age signed by a public health offices or by a licensed practicing physician which states that the physician has examined the child and believes that the age as stated in the affidavit is substantially correct, may be accepted.

~~Families applying for school readiness services must not be limited to one option for providing proof of a child's age. Any one of the documents listed above is acceptable. A copy of the document provided must be retained in the client's file, and made readily available for audit or monitoring purposes.~~

At Risk Children should not be denied services while the coalition employee or its designee obtains the necessary documentation to support the child's age. However, this **does not** relieve ECS from efforts in obtaining the documentation. ECS must work with the referring entity to obtain the supporting documentation which could be a copy of the court order indicating the child was removed from the home. The [BG1 Request for Missing Info](#). Form should be maintained in the client file and case-noted as documentation to support the efforts made. FSS will follow [BG1 Policy and Procedures](#) for obtaining missing info. Supporting documentation obtained must contain the child's name and date of birth, establishing the child is of an appropriate age to receive funding.

When we receive referrals from the Department of Children and Families or a referral from a Workforce Agency, additional procedures will be necessary to satisfy proof of age requirements. These may include:

- a. Requesting a copy of the age verification document to be submitted with the referral; documentation must be one of the sources listed above (a-k);
- b. If the referring agency cannot provide one of the Partnership approved sources described above, then verification of age must be obtained directly from the client;
- c. In order that services are not delayed, protective services and foster care clients shall be given an initial period of 10 working days to provide verification of age. See [BG1 ECS POLICY & PROCEDURES](#) for detailed information on attempts to obtain documentation.

For children listed on the income worksheet who are not receiving care The Family Service Specialist should request a birth certificate or other acceptable proof of birth or proof of guardianship for any children being counted in the household even if they are not receiving services. The Family Service Specialist should interview the client regarding each child listed

in the household to obtain adequate information for the family size composition. In situations where the client is not the parent FSS should determine exactly when and how this child became part of the household size. The situation should be documented in case notes as well as on the income worksheet under "ECS notes".

SRPP39 SR Employment Checks

Policy and Procedures

Policy:

ECS may verify employment of income eligible clients between redeterminations. The Director of Family and Provider Services in consultation with the Senior VP of Administration and Compliance will determine when this step is needed and direct staff to begin the employment verification procedures outlined below.

Procedures:

1. Run Impromptu Report "All Active Enrollments Funder Prompt" and save in excel format. Delete all referral based billing groups (BG1, BG3, BG5).
2. Add the following columns to the spreadsheet: Date employer called, Employed- Y/N, Date termination notice sent, Date terminated, Date redetermined, Notes.
3. Begin by calling employers of all clients with 2 W's, then 1 W. Then call employers of all BG8clients. Lastly, the Director may ask that you run the Impromptu report again and call the employers of BG3R clients.
4. If employer reports client is no longer working, ask what the client's last day of employment was and record in EFS history notes. Send 10 day termination notice to client and provider.
5. If client comes in with new employment information, verify start date. If start date was before termination notice was sent, issue W if necessary and redetermine with new employment information.
6. If start date was after termination notice was sent and 30 days has not lapsed since last day of employment, redetermine with new employment information.
7. If start date was after termination notice was sent and 30 days has passed since last day of employment, terminate services based on last day recorded on termination notice
8. Refer cases to the **Fraud Prevention compliance** department when appropriate.
9. Record all contacts, notices ad redeterminations in EFS history notes.

SREP41 Using SSN as ID Number

Policy

Policy:

Per OEL policy, social security numbers are not required and ECS will not ask a client to provide it. However, when a Social Security Number is provided by the client, the SSN must be used as client's or child's ID number in EFS.

When working with a file, the Family Service Specialist will check file for Social Security Numbers shown on any documents, such as child support, paystubs, shot records, in the file. If Social Security is present, the EFS ID numbers must be changed to reflect the SSN for the person. Once the changes are made, the change needs to be noted in the history notes.

SRPP44 SR Citizenship Requirements Policy and Procedures

~~Note: The information below is an excerpt from the School Readiness Standard Eligibility Review Program Guide
Revised: October 15, 2013~~

L. U.S. Citizenship (SR-L)

A child must be a U.S. citizen or a qualified alien to be eligible for SR services. If a child was born outside of the U.S., a coalition must ensure that documentation exists in the SR child file to support the child's legal status.

A coalition shall accept a child care application and authorization (referral) from Workforce for TANF/TCA applicants, as proof of citizenship.

1. **Is each child a U.S. citizen or a qualified alien?** (Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA); 62 Federal Register (FR) 61344; CCDF-ACF-PI-2008-01; CCDF State Plan 2.2.9; Early Learning Grant Agreement (34))

The child must meet **one** of the following citizenship criteria

- A U.S. citizen.
- A qualified alien residing in the U.S.

Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) requires programs offering federal public benefits to verify citizenship and immigration status for program services beneficiaries. For implementing verification requirements that Title IV mandates, only **the child's** citizenship and immigration status is relevant for eligibility purposes. The child is the primary beneficiary of the child care benefit.

A child who is in a program subject to Head Start performance standards and beneficiary of combined Head Start and CCDF funding is not subject to verification procedures.

Assessment activity

Review file for one of the following documents to support child's U.S. citizenship or qualified alien status –

- ☐ *U.S. birth certificate.*
- ☐ *U.S. hospital record.*
- ☐ *U.S. passport.*

☐ *Lawfully admitted alien document* (e.g., Forms I-94, I-94A, I-197, I-551 & I-766) with non-U.S. passport.*

☐ *Religious documents recorded in the U.S. shortly after birth.*

☐ *Certificate of citizenship or naturalization.*

☐ *Social Security Administration (SSA) record.*

☐ *Child's Social Security card.*

☐ *TCA/TCC referral (Child Care Application and Authorization).*

☐ *In November 2012, DCF issued a standardized referral form, CFFSP 5002, for all at-risk clients. The standardized form identifies a child's custody and Medicaid eligible status. If the referring agency marked the Medicaid eligible checkbox "yes," then the agency has verified the child as a U.S. citizen or qualified alien.*

***Note –** An individual does not qualify for federally funded benefits if he or she is in the U.S. for a limited period of time, such as tourism or as a student, and he or she plans to return to his or her country of origin. These individuals do not qualify to receive federally-funded benefits.

Summary

The following references provide information to an early learning coalition and a school readiness (SR) subcontractor regarding required verification of citizenship and immigration status for otherwise eligible SR child care assistance applicants. It also explains how and why the Office of Early Learning (OEL) passes down these requirements to a local coalition and how OEL monitors compliance with the requirements.

References

– Interim Guidance on the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (62 FR 61344 Interim Guidance on Verification of Citizenship, Qualified Alien Status and Eligibility under Title IV of the PRWORA of 1996.pdf).

– Attachment 5 of PRWORA, as amended by the Illegal Immigration Reform and Migrant Responsibility Act of 1996 (Interim Guidance—Documentary Evidence of Status as A "Qualified Alien" Eligible for Federal Public Benefits.mht).

– Administration for Children and Families (ACF) Program Instruction ACYF PI CC 98 08—Clarification of Interpretation of "Federal Public Benefit" Regarding Child Care and Development Fund (CCDF) Services (Clarification of Interpretation of "Federal Public Benefit" Regarding CCDF Services).

– ACF Program Instruction CCDF ACF PI 2008 01—Verification of Citizenship and Immigration Status by Non-Profit Organizations and Head Start Grantees (Child Care Bureau CCDF, Program Instruction CCDF ACF PI 2008 01.mht).

– Summary of Immigrant Eligibility Restrictions under Current Law (as of February 25, 2009)—U.S. Department of Health and Human Services (HHS), Assistant Secretary for Planning and Evaluation (ASPE) (Summary of Immigrant Eligibility Restrictions under Current Law.mht).

– Department of Children and Families (DCF) Economic Self Sufficiency (ESS) Policy Manual Chapter 1400 (see pages 29-38 for Citizenship/Noncitizen Status) (DCF ESS Policy Manual Section 1420—Citizenship Noncitizen Status (TCA).pdf).

Background

- Federal Child Care Development Funds (CCDF State Plan), in part, fund SR services. CCDF is a program providing federal public benefits subject to requirements of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996. Title IV of PRWORA requires programs offering federal public benefits to verify the citizenship and immigration status of beneficiaries of program services. Therefore, to qualify for SR services, a child must be a U.S. citizen, U.S. noncitizen national or qualified alien.
- Children who are in programs subject to Head Start performance standards and supported by combined Head Start and CCDF funding are not subject to verification procedures. Section 432(d) of PRWORA, as amended, does not require non profit charitable organizations to determine, verify or otherwise require proof of eligibility for benefits. This exemption does not apply when a governmental agency determines eligibility for SR services but does apply if a non-profit charitable organization determines eligibility for CCDF services.
- Program Instruction CCDF-ACF-PI-2008-01 (see link above in Resources section) clarifies that a CCDF lead agency still retains responsibility for verifying the citizenship and immigration status of a child even if a non-profit organization the lead agency contracted elects not to verify the citizenship and immigration status of the child. The Program Instruction states, in part, that “a Lead Agency may want to consider this fact when entering into an agreement with the non-profit charitable organization. A Lead Agency could choose to enter into contracts only with non-profit organizations that are willing to verify citizenship and immigration status when determining eligibility for CCDF services.”
- A coalition must ensure that it serves only children who meet all eligibility requirements. OEL includes the following certification regarding immigration status statement in the Grant Agreement with early learning coalitions — “The Grantee certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC 1611) ensuring that only individuals eligible for CCDF services receive them.” A coalition should include this language in sub-contract agreements and monitor that sub-contractor compliance.
- To ensure compliance with the Grant Agreement and CCDF State Plan requirements, OEL includes the citizenship requirement in annual eligibility monitoring of a coalition. The review teams monitor the requirement based on the procedures listed below, which are based on the Federal Interim Guidance on PRWORA.

Verification procedures

- Determine if your program provides a “federal public benefit” subject to the verification procedures found in PRWORA. CCDF is a program providing federal public benefits.
- Determine whether an applicant is eligible for benefits under general SR Program requirements.
- Verify applicant’s status as a U.S. citizen, U.S. noncitizen national or qualified alien (who has been in the country for at least five years after his/her designation as a qualified alien).

Child’s citizenship documentation includes

- U.S. birth certificate.
- U.S. hospital record.
- U.S. passport.

- Lawfully admitted alien document* (e.g., Forms I-94, I-94A, I-197, I-551, & I-766) with non-U.S. passport.
- Religious documents recorded in the U.S. shortly after birth.
- Certificate of citizenship or naturalization.
- Social Security Administration record.
- ~~Child's Social Security card.~~

Note – If a child is eligible for SR services because of a referral from the Temporary Cash Assistance (TCA) program, he or she the TCA program has already verified his or her citizenship and the referral can act as proof.

Declaration of status

- Accept the applicant's written declaration, made under penalty of perjury and possibly subject to later verification of status, that he or she is a U.S. citizen, noncitizen national or qualified alien. Specialists should ask the applicant to obtain valid documentation of citizenship and provide such documentation at the next redetermination appointment.
- Accept a written declaration, made under penalty of perjury and possibly subject to later verification of status, from one or more third parties indicating a reasonable basis for personal knowledge that the applicant is a U.S. citizen, noncitizen national or qualified alien.

Note – The declaration of status option presents a greater potential for undetected false claims and a coalition should use it with caution. The coalition could ask the applicant to demonstrate why a document does not exist or why he or she cannot readily obtain it. The coalition must impose such a requirement equally on all applicants and cannot apply the requirement in a discriminatory manner. In these circumstances, the coalition must use case history notes for documentation. A coalition should not disallow SR services due to use of this option.

Qualified alien status (s. 431(b), PRWORA of 1996)

The term "qualified alien" means an alien who, at the time he/she applies for, receives or attempts to receive a federal public benefit, is one of the following–

- An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- An alien to whom the government grants asylum under INA section 208.
- A refugee who gains admittance to the U.S. under INA section 207.
- An alien who receives parole into the U.S. for a period of at least one year under INA section 212(d)(5) .
- An alien whose has deportation withheld under INA section 243(h).
- An alien who receives conditional entry pursuant to INA section 203.

SRPP45 SR Definition of a Parent Requirement Policy and Procedures

~~Note: The information below is an excerpt from the School Readiness Standard Eligibility Review Program
Guide Effective July 1, 2012.~~

J. Definition of a Parent (SR-J)

Federal regulation provides the definition of a parent for the purpose of establishing a child's eligibility for SR services (45 CFR 98.2). A parent means a parent by blood, marriage, or adoption, and also means a legal guardian or a person standing *in loco parentis* (45 CFR 98.2 and Rule 6M-4.100, F.A.C.). Florida law states that a parent is a parent of a student, a guardian of a student, a person in a parental relationship to a student, or a person that exercises supervisory authority over a student in place of the parent (s. 1000.21(5), F.S.). *In loco parentis* is defined as a person who acts in place of a parent, assuming care and custody of a child by a formal or informal agreement with the child's parent. (CCDF Plan 2.3.1). A coalition must ensure that a client requesting services meets the definition of a parent.

Federal regulation provides the definition of a parent for the purpose of establishing a child's eligibility for SR services. A parent means a parent by blood, marriage or adoption and also means a legal guardian or a person standing in loco parentis. In loco parentis is a person who acts in place of a parent, assuming care and custody of a child by a formal or informal agreement with the child's parent. Florida law states that a parent is either or both parents of a child, any guardian of a child, any person in a parental relationship to a child or any person exercising supervisory or temporary authority over a child in place of the parent.

1 **Does each client requesting services meet the definition of a parent?** (45 CFR 98.2; Rule 6M-4.100, F.A.C.)

* **Assessment Activity:**

☐ Review the SR child file for appropriate documentation to verify the parent/guardian(s) identity.

Federal guidelines stipulate case confidentiality (confidentiality is also defined in s. 411.011(1), F.S.); therefore the case worker must ensure that case confidentiality is maintained by speaking only to a parent/guardian with an established relationship to the child.

To establish the relationship to the child, the parent/guardian must present an acceptable form of verification to establish their identity.

A copy of one of the following must be retained within the SR child file. (CCDF Plan 2.2.9)

- A copy of the child's birth certificate, which includes the parent's name.
- A court order or other legal documentation that substantiates the adult's relationship to the child(ren).
- A valid DCF or Workforce Child Care Authorization Form that includes the child's and parent's names.
- A government issued ID, driver's license, employment ID or student ID.
- An immunization record and either two forms of ID showing the parent's name

or a photo ID.

- If the document provided for applicant identity does not include a photo, a coalition must obtain two forms of ID showing the parent's name, such as a Social Security card, voter registration card, birth record, military document, school record, paystub, employment record or insurance card (see documents referenced in SR-K).

If a coalition cannot obtain any of these documents, it can accept a third-party attestation to establish identity and parental relationship

- This document must include a fraud disclaimer and must describe the individual, his or her relationship to the child and parent, and a brief explanation as to how the individual knows this information.
- If a coalition uses this option, it should also collect an attestation from the parent stating the parent's legal relationship to the child and that the parent understands he or she is making the attestation under the penalty of perjury, which is a first-degree misdemeanor punishable by a definite term of imprisonment not exceeding one year or a fine not exceeding \$1,000 pursuant to ss. 775.082, 775.083 or 837.012, F.S.
- The case narration must explain why alternative sources were not available and what efforts the parent made to obtain such documentation. For example, someone stole the parent's wallet and the parent had no money to replace the contents at the time.

Unacceptable types of identification include photo ID made at a flea market or any type of form the parent generated that did not come from a third-party source (e.g., an application the parent completed for another type of service or One World Government IDs and IDs generated online).

Note—

- There is no requirement to obtain ID documentation for household members other than the primary applicant and child. A statement defining household member relationships is sufficient.
- If a DCF or Workforce Child Care Authorization Form does not match the documentation the parent presents, the coalition must establish the parent's relationship to the child by contacting the assigned DCF/Workforce worker to discuss the discrepancy and properly correct the Child Care Authorization Form, initial the change and enter a case history note in the file (electronically or hard copy). OEL recommends that the coalition obtain documented confirmation of changes made to the Child Care Authorization Form via email, fax or a revised Child Care Authorization Form from the referring agency and create a case history note in the OEL statewide information system explaining the change.

As statute requires case confidentiality, a coalition must obtain documentation of differences in name. In the event that a parent underwent a name change between the time of initial determination and redetermination, a coalition should include a history note in the file.

☐ Verification could include a copy of the child's birth certificate, if the parent's name does not appear on the birth certificate of the child, then a court order, or some other legal document that substantiates the adult's relationship to the child(ren) should be provided.

☐ Valid child care referral, a government issued ID, driver's license, employment ID or student ID can also be used to establish relationship to the child.

, if the parent's wallet was stolen and they had no money to replace the contents at this time, then the ☐ ***If the document provided for applicant identity does not have a photo included***, then two forms of ID showing the parent's name should be obtained such as Social Security card, Voter Registration card, birth record, military documents, school records, pay stubs, employment record, or an insurance card. (Similar to documents referenced in SR-K)

☐ If none of the above documents can be made available, a third party attestation can be used to establish identity and parental relationship. This document should have a fraud disclaimer on it and should describe the individual, and the relationship to the child, and should include a brief explanation as to how the individual knows this information. If this option is used, the coalition should also collect an attestation from the parent stating their legal relationship to the child, and that they understand they are making the attestation under the penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment, not exceeding one year and/or a fine not exceeding \$1,000 pursuant to s.837.012, or 775.082, or 775.083, F.S. The case narration must explain why alternative sources were not available and what efforts were made to obtain such documentation. For example attestation could be used and a short certification be given to the customer allowing a reasonable time for the individual to replace their documents and provide them to the coalition or contractor.

Unacceptable types of identification: A photo ID made at a flea market is not an acceptable form of identification. Any type of form generated by the parent/guardian and not issued by a third party source (For example—an application completed by the parent/guardian for another type of service) cannot be used as identity to obtain another service. One World Government IDs and ID's generated online are not acceptable.

Note 1: The coalition/subrecipient (contractor) should obtain original documentation whenever possible. Be careful if all documentation in the file is an attestation and no other documents are available. Special provisions should be allowed to accommodate victims of natural disasters or other disasters.

Note 2: At Risk Expedited Services allows a case manager to complete an application on behalf of a family. It is not necessary to obtain a photo ID of the case manager.

Note 3: ID documentation is not required for other household members other than the primary applicant and child. A statement defining household member relationships is sufficient.

Note 4: At the time of the eligibility interview a coalition/subrecipient (contractor) must verify the identity of the parent; therefore the parent must submit an

acceptable form of verification with the parent's name. If a referral is received, then the DCF referral can show how the parent is related to the child. However, if the DCF or Workforce referral does not match the documentation then a coalition should use the documentation from the parent as verification of who the parent is and contact the DCF/Workforce worker to inform them of the difference in name, change the referral with an initial of the change and enter a history note in the file (electronically and/or hard copy). This should not happen if DCF is verifying the parent's name from the legal documentation.

Since confidentiality is required, a coalition/subrecipient (contractor) should ensure it obtains documentation of differences in name. A parent does not have two names and it is not acceptable to accept two names. The only time that it would be acceptable to have documentation with different names would be if the parent originally came in and was known by one name and came in to redetermine and provided documentation that his/her name had changed, then there should be a history note documenting the two different names so that a future reviewer would know they are the same person.

Florida's Office of Early Learning
DRAFT SLIDING FEE SCHEDULE

DAILY FEE		----- Annual Gross Income - Number of persons in Family -----															
Full-Time	Part-Time	FPL as indicated unless exceeds	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0.80	0.40	85% SMI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		50%FPL	6,030	8,120	10,210	12,300	14,390	16,480	18,570	20,660	22,750	24,840	26,930	29,020	31,110	33,200	35,290
1.60	0.80	75%FPL	6,031	8,121	10,211	12,301	14,391	16,481	18,571	20,661	22,751	24,841	26,931	29,021	31,111	33,201	35,291
			9,045	12,180	15,315	18,450	21,585	24,720	27,855	30,990	34,125	37,260	40,395	43,530	46,665	49,800	52,935
2.40	1.20		9,046	12,181	15,316	18,451	21,586	24,721	27,856	30,991	34,126	37,261	40,396	43,531	46,666	49,801	52,936
			12,059	16,239	20,419	24,599	28,779	32,959	37,139	41,319	45,499	49,679	53,859	58,039	62,219	66,399	70,579
3.20	1.60	FPL	12,060	16,240	20,420	24,600	28,780	32,960	37,140	41,320	45,500	49,680	53,860	58,040	62,220	66,400	70,580
			14,070	18,947	23,824	28,701	33,578	38,454	43,331	48,208	53,085	57,962	62,838	67,715	72,592	77,469	82,346
4.00	2.00	85% SMI	14,071	18,948	23,825	28,702	33,579	38,455	43,332	48,209	53,086	57,963	62,839	67,716	72,593	77,470	82,347
			16,081	21,654	27,228	32,802	38,375	43,949	49,522	55,096	60,670	66,243	71,817	77,391	82,964	88,538	93,111
4.80	2.40	85% SMI	16,082	21,655	27,229	32,803	38,376	43,950	49,523	55,097	60,671	66,244	71,818	77,392	82,965	88,539	94,112
		150%FPL	18,090	24,360	30,630	36,900	43,170	49,440	55,710	61,980	68,250	74,520	80,790	87,060	93,330	99,600	105,870
5.60	2.80		18,091	24,361	30,631	36,901	43,171	49,441	55,711	61,981	68,251	74,521	80,791	87,061	93,331	99,601	105,871
			18,793	25,307	31,820	38,334	44,848	51,362	57,875	64,389	70,903	77,416	83,930	90,444	96,957	103,471	109,985
6.40	3.20	85% SMI	18,794	25,308	31,821	38,335	44,849	51,363	57,876	64,390	70,904	77,417	83,931	90,445	96,958	103,472	109,986
			19,496	26,254	33,011	39,768	46,526	53,283	60,041	66,798	73,555	80,313	87,070	93,827	100,585	107,342	114,100
7.20	3.60	85% SMI	19,497	26,255	33,012	39,769	46,527	53,284	60,042	66,799	73,556	80,314	87,071	93,828	100,586	107,343	114,101
			20,199	27,200	34,201	41,203	48,204	55,205	62,206	69,207	76,208	83,209	90,210	97,211	104,212	111,213	118,214
8.00	4.00		20,200	27,201	34,202	41,204	48,205	55,206	62,207	69,208	76,209	83,210	90,211	97,212	104,213	111,214	118,215
			20,902	28,147	35,392	42,637	49,881	57,126	64,371	71,616	78,861	86,105	93,350	100,595	107,840	115,084	122,329
8.80	4.40	85% SMI	20,903	28,148	35,393	42,638	49,882	57,127	64,372	71,617	78,862	86,106	93,351	100,596	107,841	115,085	122,330
			21,605	29,094	36,582	44,071	51,559	59,048	66,536	74,025	81,513	89,002	96,490	103,979	111,467	118,956	126,444
9.60	4.80	185%FPL	21,606	29,095	36,583	44,072	51,560	59,049	66,537	74,026	81,514	89,003	96,491	103,980	111,468	118,957	126,445
			22,311	30,044	37,777	45,510	53,243	60,976	68,709	76,442	84,175	91,908	99,641	107,374	115,107	122,840	130,573
10.40	5.20	85% SMI	22,312	30,045	37,778	45,511	53,244	60,977	68,710	76,443	84,176	91,909	99,642	107,375	115,108	122,841	130,574
			23,216	31,262	39,309	47,355	55,402	63,448	71,495	79,541	87,588	95,634	103,681	111,727	119,774	127,820	135,867
11.20	5.60	200%FPL	23,217	31,263	39,310	47,356	55,403	63,449	71,496	79,542	87,589	95,635	103,682	111,728	119,775	127,821	135,868
			24,120	32,480	40,840	49,200	57,560	65,920	74,280	82,640	91,000	99,360	107,720	116,080	124,440	132,800	141,160
12.00	6.00	85% SMI	24,121	32,481	40,841	49,201	57,561	65,921	74,281	82,641	91,001	99,361	107,721	116,081	124,441	132,801	141,161
			25,929	34,916	43,903	52,890	61,877	70,864	79,851	88,838	97,825	106,812	115,799	124,786	133,773	142,760	151,747
12.80	6.40		25,930	34,917	43,904	52,891	61,878	70,865	79,852	88,839	97,826	106,813	115,800	124,787	133,774	142,761	151,748
			27,738	37,352	46,966	56,580	66,194	75,808	85,422	95,036	104,650	114,264	123,878	133,492	143,106	152,720	162,334
13.60	6.80	85% SMI	27,739	37,353	46,967	56,581	66,195	75,809	85,423	95,037	104,651	114,265	123,879	133,493	143,107	152,721	162,335
			29,898	39,098	48,297	57,497	66,696	75,895									

Parents receiving hourly care pay up to the part time fee.

Note: 10% Parent Fee was calculated using 260 days.

Refer to 6M-4.400, F.A.C.

Income 85% State Median Income:Upper threshold for eligibility

2017 Poverty Level (FPL) effective January 26, 2017

Please answer the following questions:

(1) If there is a sibling discount what is the percentage? 50%

(2) If any family pays more than 10% of their gross income for child care, please complete and attach the justification form that explains how the fees will not limit parent access to services. N/A

(3) Describe at what points during the year school age schedules are adjusted. For example, beginning of summer, end of summer, spring break, etc. The beginning and ending of summer.

Early Learning Coalition of North Florida

Monitoring Plan (contract/fiscal year 2017/2018)

for Primary Service Provider Contractor,
Episcopal Children's Services

Purpose

To review key areas of the fiscal and programmatic areas of the contracted services for delivery of the School Readiness (SR) and Voluntary Prekindergarten (VPK) grant awards, as the primary service provider/sub-recipient contractor. Processes and results are monitored for compliance, integrity, efficiency, and possible improvements in services.

Contract monitoring is intended to guide the Contractor and the Coalition in ensuring that the contract terms and conditions are being met, the Contractor is complying with the contract terms including following universal administrative, financial, and programmatic terms and conditions mandated by federal and state law, rules and regulations and Coalition policy, and the Contractor's administrative systems are adequate to manage all contracted funds.

Risk Assessment

Before planning the extent of necessary monitoring, the Coalition performs a risk assessment to determine the extent/depth of monitoring needed for each contractor.

The following table represents Episcopal Children's Services assessment scoring and results for 2017/2018:

Risk Assessment Criteria			
Risk Factors	Level of Risk		
	High	Medium	Low
1. Performance History			X
2. Financial Stability			X
3. Management Systems			X
4. Previous Findings			X
5. Compliance with contract requirements			X
6. Program Complexity	X		
7. Percentage of funds passed through	X		
8. Award size	X		
9. Experience with sub-recipient			X
10. Personnel or system changes			X
Totals	3	0	7
Weighted Scores	(3x) = 9	(2x) = 0	(1x) = 7
Total weighted score 16 /10 categories = 1.6 (medium risk)			

Description of Monitoring

The Early Learning Coalition of North Florida has scheduled the 2017/2018 monitoring to ensure all four quarters will be monitored in a timely manner.

The fourth quarter monitoring is scheduled to ensure time for any corrective billing by the 13th invoice.

As indicated in the risk assessment, the Coalition will perform “medium” level on-site monitoring for 2017/2018, and the key areas to be monitored are:

Full-scale Quarterly (due to on-going minimum requirements)

1. Administrative and programmatic policies/procedures, job descriptions, and organizational chart review and updates
2. Data security system updates
3. Fiscal review of non-direct costs (SR and VPK) (including staffing allocations, cost allocation, prior approvals)
4. SR enrollment and eligibility (client files)
5. SR attendance review/payment validation
6. VPK enrollment and eligibility (client files)
7. VPK attendance review/payment validation
8. VPK provider requirements (provider files)

Coalition School Readiness Plan Compliance

The monitoring schedule (separate document) indicates which elements to be monitored during which quarters. From the **ELC of North Florida SR Plan effective July 1, 2015**:

- a) II. G. (Child) Pre/Post Assessments

Additional Monitoring

1. Annual Data and Data Security Systems Review
2. Fiscal overview to include review of internal controls and cost allocation plan review
3. Provider Assessments
4. Quality Contracts

Additional Fiscal Monitoring

In addition to the above-mentioned monitoring, the Coalition will perform an analysis of ECS’s single audit. The analysis will be in the form of a memo report issued to the Coalition board. Should there be any findings, the Coalition will issue a management decision on all audit findings within six months after receipt of ECS’s audit report. The Coalition will ensure and verify that ECS takes appropriate and timely action.

Will NOT be full-scale monitored [due to recent satisfactory reviews]

1. SR Provider Services
2. Personnel Files/Background Screenings
3. Staff Development and Training
4. CCR&R and School Age Care
5. Infant/ Toddler
6. Inclusion
7. SPE (Single Point of Entry)
8. UWL (Unified Waiting List)
9. Quality Performance Report
10. Contract Certifications/Assurances Verifications
11. Child Care Provider Monitoring
12. OEL Scorecards

Please see attached schedule for all planning dates and additional information.

Monitoring Tools

The Coalition will continue utilizing the contract monitoring tool that was first established in 2007/2008, edited to be current with the 2017/2018 contract. From this tool, applicable criteria will be extracted for each monitoring.

The rating scale will be scored from a review of a compilation of requested documents, additional monitoring tool results, observations, interviews, and other applicable resources. The additional monitoring tools may be modified as a result of further research or discussions during the scheduled pre-monitoring meetings, or from OEL updates, trainings, or guidance.

The tools supplied now will be further refined and updated closer to the actual monitoring, and will be supplied to ECS staff prior to each quarters' pre-monitoring meeting.

Whenever possible, the Coalition will utilize tools designed by the Office of Early Learning, and follow similar sampling and reporting processes. Sample sizes for OEL's Eligibility Monitoring Tool will be determined, on an annual basis, from OEL's Fact Book for the Coalition's previous year's activity.

Please see attached tools for more information.

Expectations from Monitoring

From each monitoring, the Coalition will address any compliance issues or observations that should be addressed by the Contractor. In addition, the Coalition include any best practices which acknowledges something done by the contractor that is 'above and

beyond' the requirements of the Coalition, and that significantly aids staff in a particular process.

Throughout the monitoring process, the Coalition and Contractor will collaborate to perform any research needed and to create solutions for situations that may arise.

After the last day of each monitoring, the Coalition staff will meet by phone with the Contractor staff for an exit interview. Prior to the conference call, the Coalition will draft a memo to e-mail so that all participants have a written copy. In addition, all monitoring tools (in draft form) will be e-mailed to the Contractor with the exit memo at the end of each monitoring, so that the Contractor can begin preliminary follow-up.

With one-week increments, and as scheduling permits, the following actions will occur:

1. Coalition draft report and draft tools
2. Contractor response to draft report (and revised tools, if needed)
3. Final Coalition report with final tools
4. Contractor response and proposed corrective action plans (if applicable)
5. Coalition acceptance/rejection letter (of corrective action plans) with terms and timelines (if applicable)

From this, the Contractor will have one month to complete any outstanding corrective actions (including the resolution of any questioned costs). The Coalition recognizes that this may not always be possible and will consider other timelines, depending on the corrective action needed.

The receipt of all outstanding corrective action items will be tracked by the Coalition. Once all items are received and the Coalition is satisfied, or if no corrective action items were needed, a monitoring close-out letter will be issued to the Contractor.

In Closing

It is the Coalition's intent to verify compliance with all Coalition and applicable governmental regulatory codes, laws, rules and policies, as well as to improve on all practices related to the program delivery system, as provided by Episcopal Children's Services. It is also the Coalition's goal to continue to build upon the professional cooperation and shared vision of the Coalition and ECS.

Created April 17, 2017
Tajaro Dixon,
Grants and Operations Manager

Early Learning Coalition of North Florida
Sub-recipient Contract Monitoring Schedule
2017/2018
(Created 04/07/17)

Deadlines:

Qtr/Period to be Monitored	Schedule Pre-Monitoring Meeting and begin monitoring docs: (have all mon. docs done & sent to Contractor 2-3 days before the pre-mon. meeting beginning target date)	Pre-Monitoring Meeting Target Dates (at least 2 weeks before notification letter, and before sampling)	Request to run EFS Reports and upload to Share Point (for sampling) sent to ECS (give at least one week's notice)	Sampling – begin by: (at least 2 weeks before notification letter due) (calculations, request/run EFS reports, sample, create spreadsheet	Notification Package– Due date (8 weeks' notice) (with Request for Documents, schedule, tools, and sample spreadsheets uploaded to SharePoint – <u>with full names</u> .	ELC Finance Mgr. to send ECS all fiscal samples (by 9:00 am, five business days before on-site monitoring)	Monitoring Dates	Exit Report and Conference Call (The Monday following the 2 weeks on-site)	Draft Report Due (1 week after monitoring completed)	Contractor Response to Draft Report (including supporting documents) (1 week after draft report)	Final Report Due (1 week after contractor response to draft)	Contractor Response to Final Report and CAP Due (1 week from final report)	Coalition CAP Acceptance / Denial letter (with terms) (1 week from response)	Receipt of all CAP items – deadline (4 weeks from acceptance letter)	Close-out Letter (within 1 week of CAP items received)
1Q (July – Sept 2017)	Beg. of May	07/10/17 – 07/21/17	07/21/17 (July reports)	08/18/17	09/01/17	10/23/17	October 30 – November 13, 2017 (holiday)	11/14/17	11/20/17	11/29/17 (holidays)	12/06/17	12/13/17	12/20/17	01/24/18 (holidays)	01/31/18
2Q (Oct – Dec 2017)	Beg. of August	10/09/17 – 10/20/17	10/27/17 (October reports)	11/20/17	12/04/17	01/22/18	January 29 – February 9, 2018	02/12/18	02/16/18	02/26/18 (holiday)	03/05/18	03/12/18	03/19/18	04/16/18	04/23/18
3Q (Jan – Mar 2018)	Beg. of November	01/08/18 – 01/19/18	01/26/18 (January reports)	02/20/18	03/05/18	04/23/18	April 30 – May 11, 2018	05/14/18	05/18/18	05/25/18	06/01/18	06/08/18	06/15/18	07/13/18	07/20/18
4Q (Apr- June 2018)	Beg. of February	04/09/18 – 04/20/18	04/27/18 (April reports)	05/21/18	06/04/18	07/23/18	July 30 – August 10, 2018	08/13/18	08/17/18	08/24/18	08/31/18	09/07/18	09/14/18	10/12/18	10/19/18
4Q (June 2018)			The non-direct cost review for the 13 th invoice will take place between the draft and final report due to the timing of the receipt of the invoice (usually around August 15 th). The results from that monitoring and the completion of the fiscal year end overview will be included in the Final Report.												

- (areas of review and dates are subject to change)
- Dates with "(holiday)" indicate that the deadline was moved because of a holiday

Early Learning Coalition of North Florida
Sub-recipient Contract Monitoring Schedule
2017/2018
(Created 04/07/17)

Subject Areas to be Monitored:

Qtr	Contract/Subject Areas to be Monitored	Monitoring Dates
1	<ul style="list-style-type: none"> - Overall: All administrative and programmatic policies/procedures, job descriptions, org chart, etc. review/updates, and data security system updates - SR & VPK: Attendance/Payment Validation (1/4 year's sample - or whatever VPK child (and payment validations) are available for summer programs – then adjust sample numbers for the following 2nd – 4th Quarters to make up for any shortfall), Fiscal-1st Qtr samples (non-direct costs, including staffing allocation), - SR: Eligibility and Enrollment (client files) (1/4 year's sample) - VPK: Eligibility and Enrollment (child files) (1/4 year's sample*) - VPK: Provider Services (provider files)(1/4 year's sample) - 2015 Coalition Plan Compliance: None for this quarter - OEL Scorecard: None this quarter - Additional: Annual Data and Data Security Systems Review 	October 30 – November 13, 2017
1-2	<ul style="list-style-type: none"> - Overall: All administrative and programmatic policies/procedures, job descriptions, org chart, etc. review/updates, and data security system updates - SR & VPK: Attendance/Payment Validation (1/4 year's sample), Fiscal-2nd Qtr samples (non-direct costs, including staffing allocation). - SR: Eligibility and Enrollment (client files) (1/4 year's sample) - VPK: Eligibility and Enrollment (child files) (1/4 year's sample) - VPK: Provider Services (provider files)(1/4 year's sample) - 2015 Coalition Plan Compliance: None this quarter - OEL Scorecards: None this quarter - Additional: Quality Contracts 	January 29 – February 9, 2018
1-3	<ul style="list-style-type: none"> - Overall: All administrative and programmatic policies/procedures, job descriptions, org chart, etc. review/updates, and data security system updates - SR & VPK: Attendance/Payment Validation (1/4 year's sample), Fiscal-3rd Qtr samples (non-direct costs, including staffing allocation). - SR: Eligibility and Enrollment (client files) (1/4 year's sample) - VPK: Eligibility and Enrollment (child files) (1/4 year's sample) - VPK: Provider Services (provider files)(1/4 year's sample) - 2015 Coalition Plan Compliance: None this quarter - OEL Scorecard: None this quarter - Additional: Provider Assessments 	April 30 – May 11, 2018
1-4	<ul style="list-style-type: none"> - Overall: All administrative and programmatic policies/procedures, job descriptions, org chart, etc. review/updates, and data security system updates - SR & VPK: Attendance/Payment Validation (1/4 year's sample), Fiscal-4th Qtr samples (non-direct costs, including staffing allocation), - SR: Eligibility and Enrollment (client files) (1/4 year's sample) - VPK: Eligibility and Enrollment (child files) (1/4 year's sample) - VPK: Provider Services (provider files)(1/4 year's sample) - 2015 Coalition Plan Compliance: II. G. (Child) Pre/post Assessments - OEL Scorecard: None this quarter - Additional: Fiscal Overview (including review of Cost Allocation Plan, Policies and Procedures, Board minutes, and 4th Quarter Contract Monitoring Tool review for year-end, etc.) 	July 30 – August 10, 2018

VI. NEW/UNFINISHED BUSINESS

F. APPROVAL OF THE REVISIONS TO THE ELC OF NORTH FLORIDA'S ANTI-FRAUD PLAN FOR 2017/2018*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2017/2018
Reason for Recommended Action	<p>The OEL deadline for all annual revisions is June 30.</p> <p>Revisions:</p> <ol style="list-style-type: none">1. Add the fiscal year of the Plan2. Changed job title from "Special Projects/Fraud Prevention Specialist" to "Project Compliance Specialist"3. Changed job title from "Training Manager" to "Training Director"4. Updated contact information for the Project Compliance Specialist <p>If this is not done, the following would occur:</p> <ul style="list-style-type: none">• OEL would not have the most accurate and current Coalition Anti-Fraud Plan for 2017/2018, and the Coalition would be out of compliance.
How the Action will be accomplished	Board Approval and OEL/Inspector General submittal/approval.



Anti-Fraud Plan **2017-2018**

Revised: 04/20/17

Board approved: **06/21/17**

Plan Statement

The Anti-Fraud Plan addresses the detection and prevention of overpayments, abuse, and fraud relating to the provision of and payment for the School Readiness program and Voluntary Prekindergarten program services. The Plan addresses parents or legal guardians of children enrolled in the School Readiness or VPK programs. *Note that provider fraud is a violation of the terms of the contract and addressed in the state wide contracts rules.*

The Anti-Fraud Plan serves to support organizational processes and staff in prevention of fraud, build on employee knowledge and awareness of fraud prevention and describe the coalition's procedures for detecting and investigating possible acts of fraud, abuse of services and related overpayment. Due process procedures for suspending or terminating a recipient's eligibility for School Readiness or VPK programs and the recipient's right to appeal the decision are included in the Plan.

The Plan will be submitted to the Office of Early Learning (OEL) Office of Inspector General (OIG) by requested date annually.

Plan Definitions

Recipient - The parent or legal guardian whose child was determined eligible for School Readiness or Voluntary Prekindergarten Education Program benefits.

Fraud - An intentional deception, omission, or misrepresentation made by a person with knowledge that the deception, omission, or misrepresentation may result in unauthorized benefit to that person or another person, or any aiding and abetting of the commission of such an act. The term includes any act that constitutes fraud under applicable federal or state law.

Suspension - When services are temporarily no longer provided, however the parents do not have to go to the waiting list when their suspension is finished.

Termination - When services are ended and the recipient would have to return to the waiting list when their termination is expired.

Description of Organizational Structure with Plan Responsibilities

Reference Addendum ELC of North Florida's Organizational Chart

The ~~Special Projects/Fraud Prevention Specialist~~ Project Compliance Specialist with Episcopal Children's Services (ELC of North Florida's Primary Service Provider) is responsible for implementing the coalition's anti-fraud activities.

The C.E.O. is responsible for reviewing an initial appeal request by recipient for decision to uphold or modify the suspension or termination.

The following positions are responsible for the daily activities related to prevention, detection, investigation, and reporting of possible overpayment resulting from potential fraud or abuse:

- Director of Family and Provider Services
- Family Services Coordinators
- Family Services Specialists
- ~~Training Manager~~ Director
- Grants and Operations Manager
- Early Literacy Coordinator
- Finance Manager
- Reimbursements Manager
- Reimbursements Coordinator
- Reimbursement Specialists
- Education Specialists
- VPK Manager
- VPK Coordinator
- VPK Specialists
- ~~Special Projects/Fraud Prevention Specialist~~ Project Compliance Specialist

Plan Procedures

ELC Procedures Review –The ELC of North Florida and Episcopal Children's Services will annually review job descriptions and internal processes to confirm appropriate separation of duties is in place, and review internal controls to reduce risk.

ELC Staff Education/Awareness/Training – Training will be targeted both at policy level and operational level.

- All ELC and ECS staff will receive Annual Awareness Review of *their Employee Handbook* covering topics including Code of Conduct and Ethics, Whistleblower Policy, Criminal Destruction of Records and Files Policy, Workplace Conduct, and Conflict of Interest and Business Ethics which requires employees to report any actual or potential conflict of interest between the employee/employee's family and the ELC or ECS.
- All staff will sign the General Handbook Acknowledgement Statement after receiving the annual training indicating that they have received a copy of the ELC or ECS Employee Handbook.
- All staff will sign the Code of Ethics and Conduct Statement annually.
- Additionally all staff will be reminded of specific Internal Control policies and practices in place to prevent fraud. On a regular and routine basis, it is the responsibility of all management staff to ensure that all internal control practices, appropriate fiscal procedures and separation of duties are being followed.

- ECS's Family Services Coordinators will provide a mandatory fraud prevention staff training annually and new staff training within thirty (30) calendar days of hire using OEL fraud prevention related training documents for daily coalition/ECS work activities. Topics to be covered include Client Applications and Forms, School Readiness Income Worksheet, Client Rights and Responsibilities, Authorization for release of information and other related documents related to fraud prevention

- Client responsibility to report changes within ten (10) calendar days of change and coalition/ECS responsibility to implement reported change, including acting on unreported changes, once discovered
- Quality interviewing techniques during intake, redetermination, and when reporting changes
- What to look for in an altered or falsified document
- Eligibility staff are required to identify, verify and resolve case inconsistencies when inconsistencies occur

SR and VPK Parent Education and Awareness

- Display fraud awareness posters in interview rooms at ECS
- Include a fraud awareness statement in SR parent packets with ECS phone number to report any suspected fraud
- Family Services Specialists will review responsibilities of parent in detail at interview, including importance of reporting changes in their circumstances within ten (10) calendar days.

SR and VPK Provider Education and Awareness

- Encourage child care providers to report potential fraud to ELC or ECS staff through provider communication venues including email or portal communications, and appropriate provider group meetings
- Periodic reminders to providers about procedures in place to prevent fraud in addition to regular practices of monitoring that occur with providers that also keep providers aware of ELC's/ECS's intention to prevent and/or detect fraudulent practices

Providers, Parents, employees, and Public Access to Reporting of Potential Fraud

- Fraud Awareness statement must be included in intake packet, including how to report potential fraud
- Email and/or newsletter reminders to providers of what to look for and how to report potential fraud
- Employee fraud prevention training as well as a periodic reminder of internal controls
- Annual staff training includes Whistleblower procedures to report potential fraud
- Statement on website with phone number to report potential fraud for parents, providers, and general public

ELC Detection and Investigation of Acts of Fraud, Abuse or Overpayment

- Monthly unscheduled reviews of work products and follow up on questionable circumstances by the Director of Family and Provider Services and the Training Manager.
- Monthly review, research, and follow up of data quality reports generated from Office of Early Learning by Director of Family and Provider Services, the Training Manager and designated ELC staff

- Documented verification of child care referrals from other organizations through contact with referring agencies.
- Job descriptions of ELC/ECS staff include fraud prevention task
- Daily alertness of Eligibility staff to inconsistencies through regular operational processes with parents, and reporting suspected fraud or abuse to supervisor.
- Follow up on potential fraud reported to ELC/ECS for investigation and to verify or question when inconsistencies occur by Family Services staff.
- Once inconsistencies are identified through any of the above means, contact parent or legal guardian and obtain verification from parent or legal guardian to resolve inconsistencies, which could include but not limited to income, residential documentation, or household composition, and determine if situation is resolved or warrants next steps of due process provisions for termination or suspension of School Readiness or Voluntary Prekindergarten benefits. – **Special Projects/Fraud Prevention Specialist Project Compliance Specialist**
- For those where investigation concludes that the recipient has committed fraud in the receipt of School Readiness or Voluntary Prekindergarten services, calculate associated overpaid benefits amount and follow the *Due Process provisions for termination or suspension of School Readiness or Voluntary Prekindergarten benefits*. Reimbursement Specialist and Eligibility Specialist

Due Process Provisions for Termination or Suspension of School Readiness or Voluntary Prekindergarten Benefits

The **coalition ELC**/ECS will provide written advance notice of the intended action to suspend or terminate benefits to the recipient to be affected and it must clearly advise of the allegations, the basis of the allegations the intended action and the date the action is to be imposed. The coalition/ECS shall send the written advance notice at least fourteen (14) calendar days before the intended action. The written advance notice will be translated in the recipient's native language if the coalition's/ECS's other communications with the recipient have been translated. The written advance notice shall include following:

1. The procedure for the recipient to follow to attempt to appeal the decision.
2. A statement, in bold print, that the failure to file a timely appeal waives the right to an appeal.
3. Notice of the potential for repayment of improper benefits if the conclusion of fraud is upheld, including any benefits received after the receipt of the written advance notice.
4. The procedure for the recipient to obtain a copy of his or her file.
5. The amount of overpayment to be recovered, if applicable.
6. The length of time for which the recipient's benefits are suspended or the date of the termination of benefits, if applicable. The following general guide for penalties will be applied, however, considerations will also include the length of time proportionate to the alleged offense committed, consistent with suspensions or terminations issued to other recipients who allegedly committed comparable offenses, and may also consider prior offenses, as appropriate.

Penalties Guideline

- First determination of fraud, eligibility is suspended for the longer of six months or restitution of overpaid benefits.
- Second determination, eligibility is terminated the longer of one year or restitution of overpaid benefits.

- Third and subsequent determinations, eligibility is terminated the longer of five years or restitution of overpaid benefits.

The recipient has a right to challenge within fourteen (14) calendar days; if the challenge is before benefits are terminated or suspended, then benefits remain in place for duration of initial challenge. However, if the decision is upheld, any services received during that timeframe will be included with the overpayment amount.

A suspension or termination shall not be applied against recipients with a valid at-risk referral.

Recipient Right to Challenge Decision

Pre appeal Resolution Procedure

If recipient believes that the conclusion of fraud was made in error, the recipient should first seek to resolve the matter by contacting the coalition/ECS and providing the necessary documentation to resolve the issue. The **Special Projects/Fraud Prevention Specialist Project Compliance Specialist** will consider all statements, review all documents and may request any additional evidence or information if it is necessary and relevant to the review. Within fourteen (14) calendar days of receiving the parent's request for review, the recipient will be notified in writing of the determination and given a new date when services will end (intended action date) should the finding of fraud stand. Otherwise the parent will be informed within this same timeframe that upon review there is no finding of fraud and therefore no penalty will be assessed. The C.E.O. of the coalition shall not be involved in the pre-appeal resolution of the issue.

If the recipient believes that the issue was not resolved during the pre-appeal resolution procedure, the appeal procedure is outlined in *Florida Rule 6M-9-400 Early Learning Coalition Anti-Fraud Plan, subsection (e) and (f) as follows:*

Appeal Resolution Procedure:

If the recipient believes that the issue was not resolved by the coalition/ECS, the recipient may file a formal written appeal for review by the C.E.O. of the Coalition, using the following procedure:

1. Submit a written appeal to the C.E.O. or other executive staff person as designated by the coalition board. The appeal must fully describe the nature of the error the recipient believes has been made and shall contain any documentation which supports the recipient's claim.
2. The appeal shall be postmarked or emailed before the date of the intended action noted above. The recipient who fails to file a timely appeal waives the right of appeal.
3. If the recipient files a timely appeal, he or she will not be suspended or terminated from the program until the written decision of the C.E.O. or the original date of the intended action, whichever is later.
4. The C.E.O. of the coalition or other executive staff person designated by the coalition board must respond to the recipient, in writing, within thirty (30) calendar days of receiving the appeal with a decision as to whether the suspension or termination will be upheld or modified.
5. The recipient who wishes to appeal the decision of the C.E.O. of the coalition or other executive staff person designated by the coalition board may request further review by an

appeals committee in accordance with subsection (e) of this rule. The request for further review by an appeals committee must be submitted to the coalition in writing within ten (10) calendar days of the date of the C.E.O. or other executive staff person designated by the-coalition board's written response to the recipient's formal written appeal.

The recipient shall be given the opportunity to defend his or her position in an orderly proceeding of the appeals committee. When the meeting of the appeals committee is scheduled, the recipient shall be notified of the date of the appeals committee, informed that it is a public meeting, and informed that any information presented may be used by other state agencies.

1. The appeals committee shall be selected by the Chairman of the Board of the coalition and a chair of the appeals committee shall be named.
2. The appeals committee shall be convened within forty-five (45) calendar days of receipt of the recipient's request for an appeal.
3. The recipient shall be provided up to thirty (30) minutes to present their position and any information they wish the appeals committee to consider.
4. The coalition staff, excluding the Executive Director or other executive staff person designated by the coalition board shall be available to provide any information requested by the committee.
5. The appeals committee will consider all statements, review all documents and may request any additional evidence or information from the parties if an appeals committee member believes it is necessary and relevant to the decision making. The required final determination letter will be tolled for the length of time given to provide the additional information.
6. The appeals committee shall select or appoint a member of the coalition, excluding the C.E.O. the coalition or other executive staff person designated by the coalition board to memorialize the events of the appeals committee proceeding and the final determination including the basis for the decision.
7. The appellant shall be notified in writing of the appeals committee's determination within ten (10) calendar days of the date of the meeting.
8. The determination of the appeals committee shall be final.

Benefit Recovery

- For a voluntary overpayment repayment, the ELC/ECS will follow the ELC overpayment repayment process, including review for approval of a payment plan with the recipient, if requested
- For criminal prosecution with restitution, the ELC/ECS will follow the ruling from the court regarding restitution plan

Monthly Reporting Process to OEL

The ~~Special Projects/Fraud Prevention Specialist~~ **Project Compliance Specialist** will submit an electronic report monthly reporting the parents and providers terminated from services as a result of fraud, per Rule 6M.9.400 subsection (b).

Process for Mandatory Reporting Fraud and Abuse through the OEL Fraud Referral System

The Special Projects/Fraud Prevention Specialist Project Compliance Specialist is the coalitions designated administrator for the Office of Early Learning's *Fraud Referral System*. Contact information:

Jaclyn Drawdy Cariveau;
Early Learning Coalition of North Florida
Jdrawdy.kcariveau@ecs4kids.org
904-726-1500

At the point when potential fraud has been communicated to the recipient, the Special Projects/Fraud Prevention Specialist Project Compliance Specialist makes a mandatory referral for potential fraud or abuse investigation using Office of Early Learning *Fraud Referral System*. The referral includes the recipient information, amount of overpayment, discovery date and a brief summary of the allegations, and notification of any evidencing documents available that substantiate the allegations. At this time, the Special Projects/Fraud Prevention Specialist Project Compliance Specialist also notifies the Office of Early Learning's Inspector General's office that a fraud referral has been submitted.

Note the coalition's fraud investigation and appeals procedures outlined in this plan will complement the OEL referral process to Department of Financial Services through the *Fraud Referral System*. If the recipient appeals the decision through the coalition appeals process, the Director of Child Care Connection will update the referral information in the *Fraud Referral System* as appeal decisions are made throughout the appeal process.

Related Policies:

Grievance Policy

VI. NEW/UNFINISHED BUSINESS

G. APPROVAL OF 2017/18 WEB MARKETING CONSULTING CONTRACT*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Web/Marketing Consulting Contract with Creative Types/Amy Lyn D'Alesio
Reason for Recommended Action	<p>Our Web/Marketing consulting services is up for procurement. Three quotes were obtained and staff recommends that we accept the Creative Types bid and enter/continue into a contract. This contract is to be billed on an hourly basis of \$60 per hour and not to exceed 200 hours/\$12,000 annually.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would not have anyone in place to assist the Coalition with their ongoing Marketing/Ad Graphics, website updates and social media marketing, etc. To hire a staff person to solely perform these duties would be far more costly than \$12,000 annually.
How the Action will be accomplished	Once Board approved, the contract will be signed and followed.



May 12, 2017

Ms. Dawn Bell
CEO
Early Learning Coalition of North Florida

Agreement Between Amy Lyn D'Alesio (Creative Types) and the Early Learning Coalition of North Florida (ELC)

Scope & Specifications

Creative Types agrees to provide ongoing Marketing/Ad Graphics (print and online graphic design, public relations, social media and advertising) for the Early Learning Coalition of North Florida (ELC). Marketing duties that were previously handled by the Program and Outreach Coordinator will be added to the current contract the coalition has with Creative Types for other projects which will continue. Marketing/Ad Graphics Contracted Service not to exceed 200 hours @ \$60/hr. Not to exceed \$12,000 annually.

Services may include, but are not limited to*:

- Maintenance for the ELC website: www.elcnorthflorida.org, including:
 - Updating content and images
 - Maintaining accurate web links and creating new links for information
 - Updating calendars
 - Creating additional web pages as needed
- Graphic design projects such as brochures, posters, postcards and other mailings.
- Event services.
- Public relations campaigns.
- Online social media marketing including strategies and promotions of ELC.
- Advertising design and coordination.

*Does not include full redesign of current site such as major layout changes, colors, fonts, specialty graphics or images. Changes such as those would require a separate agreement. Additional large projects may also require a separate agreement between Creative Types and ELC if they do not fall under the scope of this agreement.

(Continued.)



(Agreement between Creative Types and ELC, continued.)

Fees & Terms:

- Projects will be billed on an hourly basis of \$60 per hour; not to exceed \$12,000 annually.
- This contract shall be in effect for the period beginning on July 1, 2017 and ending June 30, 2018, unless terminated earlier in accordance with the terms of this contract.
- Identify timelines for invoice submission and approval. Monthly invoices will be emailed by the 10th of each month and are to be paid no later than the last day of that same month.
- Checks are to be made payable to Amy Lyn D'Alesio (EIN# 47-2772827).
- Publishing costs are the responsibility and are not included in this agreement.
- Final proofreading is client's responsibility.
- Creative Types retains personal rights to use the completed projects and any preliminary designs for the purpose of competitions, future publications, educational purposes and the marketing of Creative Types. Where applicable, client will be given credit.
- Project-related out-of-pocket expenses, such as copying, courier and shipping charges, will be reimbursed to me at cost. Agreed items under \$50, such as photography, templates or specialty graphics, may be purchased on behalf of the client for timely reimbursement. Payment for these items will be client's responsibility and will be billed separately.

☐ **Assurances and Certifications:** Creative Types agrees to comply with all applicable assurances and certifications as listed on Attachment I – Assurances and Certifications.

Should mutually agreed-upon additions to the above scope occur, additional fees will be charged only following discussion and agreement.

Termination at Will - This contract may be terminated by any party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by read-receipt e-mail, certified mail-return receipt requested or in person with proof of delivery.

Termination for Breach - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.



Termination Due to Lack of Funds - Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event funds to finance this contract Coalition become unavailable, the Coalition may terminate this contract upon no less than one hundred and twenty (120) calendar day notice in writing to the Contractor.

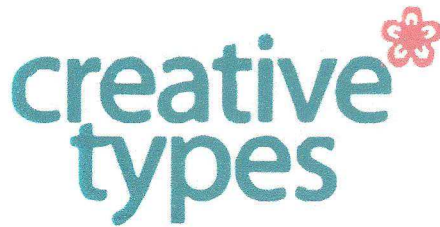
Your signature below certifies understanding and agreement with all the statements in this document and authorizes Amy Lyn D'Alesio to continue work as described above. If this agreement is acceptable as written, please sign below and return.

Sincerely,

 May 12, 2017
Amy Lyn D'Alesio

Amy Lyn D'Alesio

Approved: Ms. Dawn Bell: _____ Date: _____



ATTACHMENT I – ASSURANCES AND CERTIFICATIONS

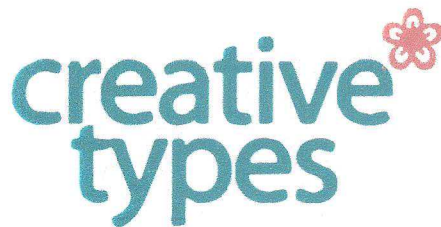
- A. Assurances – Non-construction Programs (OMB Standard Form SF 424B)**
- B. Certification Regarding Debarment and Suspension (29 CFR Part 98 and 45 CFR Part 74)**
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- D. Drug-Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (s. 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000**
- H. Certification Regarding Environmental Tobacco Smoke – The Pro Children Act of 2001**
- I. Certification Regarding Immigration Status**
- J. Certification Regarding Standards of Conduct**
- K. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- L. The Transparency Act, as 2 CFR Part 170, defines**
- M. Equal Employment Opportunity (E.E.O.) Assurance**
- N. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)**
- O. Energy Efficiency**
- P. Scrutinized Companies Lists**
- Q. Davis-Bacon Act, as amended (40 USC 276a, et seq.)**
- R. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**
- S. Contract Work Hours and Safety Standards Act**
- T. Access To Records**

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

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



1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. 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 Department of Education (DOE), the Florida Department of Financial Services (DFS) and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
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 comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.



8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human services involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB CFR § 200 Uniform Audit Requirements and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.



18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's List of Parties Excluded in the System for Award Management (SAM) identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that CONTRACTORS are not suspended, debarred or disqualified. The CONTRACTOR through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.sam.gov/> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the CONTRACT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or CONTRACT under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.



3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the CONTRACT, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the CONTRACT.

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

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. COALITION may not authorize or make any disbursement of funds or aids appropriations pursuant to a CONTRACT to any person or organization unless the terms of the CONTRACT prohibit the expenditure of funds 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.

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employees of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CONTRACTOR shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

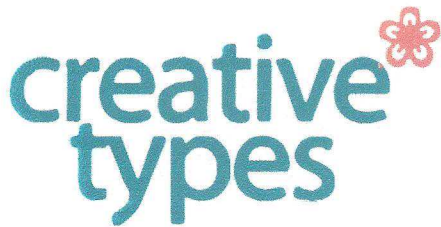
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTOR 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 CONTRACTOR, through the duly appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions-

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying COALITION in writing within ten (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-
Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Suite 103
St. Augustine, Florida 32086
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement, or other appropriate agency approved for such purposes.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.



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

CREATIVE TYPES
13715 Richmond Park Dr.N. #808
Jacksonville, FL 32224

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The CONTRACTOR hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it is required to inform the COALITION immediately upon any change of circumstances regarding this status.

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 – PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this CONTRACT will be American-made.

P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, section 507 – "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED, (22 U.S.C. 7104 (G))

This CONTRACT is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each COALITION CONTRACT (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the COALITION to include a condition that authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial



sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

I. CERTIFICATION REGARDING IMMIGRATION STATUS

The CONTRACTOR certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The CONTRACTOR certifies that it shall comply with the provisions of **45 CFR part 92.36(b)(3)** regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

To comply with Public Law 111-117, the CONTRACTOR may not distribute federal funds made available under this CONTRACT to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

L. THE TRANSPARENCY ACT (AS CFR PART 170 DEFINES)

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 CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR 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.



M. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The CONTRACTOR agrees that it will comply with Executive Order No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 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).

N. CLEAN AIR ACT (42 U.S.C. 7401, ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251, ET SEQ.) AS AMENDED

If this CONTRACT is in an amount in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251, et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). Violations shall be reported to the COALITION, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 92.36 (i)(12).

O. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). See 45 CFR part 92.36 (i)(13).

P. SCRUTINIZED COMPANIES LISTS

If this CONTRACT is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the COALITION may terminate this CONTRACT at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.

If this CONTRACT is in the amount of one million dollars or more, in compliance with s. 287.135, F.S., the CONTRACTOR, by signing this CONTRACT, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Q. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, ET SEQ.)

When federal program legislation requires, all construction CONTRACTS of more than \$2,000 the recipients and subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.



R. COPELAND ANTI-KICKBACK ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR 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 Federal awarding agency.

S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

T. ACCESS TO RECORDS

Pursuant to 2 CFR §200.336, Access to records, the CONTRACTOR agrees to provide access by the COALITION, the Office of Early Learning, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

By signing below, the CONTRACTOR, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in this attachment.

Amy Lyn D'Alesio

Printed Name and Title of Authorized Representative (For Contractor, Creative Types)

Amy Lyn D'Alesio May 12, 2017
Amy Lyn D'Alesio

Signature Date: _____ May 12, 2017

VI. NEW/UNFINISHED BUSINESS

H. APPROVAL OF DISPOSAL OF INVENTORY*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Disposal of Inventory
Reason for Recommended Action	<p>Any disposal of property listed on Coalition inventory, must be board approved in order to proceed with the removal of any item on the inventory.</p> <p>Staff is asking permission to use this item for scrap parts after it has been wiped clean. The computer is no longer in working condition, but can be used for parts.</p> <ul style="list-style-type: none">• CNBB 304 /8 ECS1808 – Computer- Latitude E6520 Serial # 1T8B5Q1 <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would have to hold on to inventory that is no longer being used.
How the Action will be accomplished	Board Approval; then work with OEL on permission and approval on how to dispose of property.

To: ELC of NF
Page: 1

From: ECS

Date: 4/07/2017[illegible]

Address: 8443 Baymeadows Rd, Jacksonville, FL

Custodian Delegate:

Telephone Number: 904-726-1500

Fax Number: 904-726-1516

* Condition of Property: E=Excellent; G=Good; F=Fair; P=Poor

I HEREBY CERTIFY THIS PROPERTY AS SURPLUS. SUBMITTING CUSTODIAN

SIGNATURE:

Surplus Property Form Attachment 2

VI. NEW/UNFINISHED BUSINESS

I. APPROVAL OF 2017-18 MEETING SCHEDULE*

***ACTION ITEM**



2017-18 MEETING SCHEDULE

Unless stated otherwise, all meetings are held at:

**Renaissance World Golf Village Resort and Convention Center
500 South Legacy Trail, St. Augustine, FL 32092**

DATE	TIME	MEETING
July 2017		No Meetings
August 2 nd	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
September 20 th	10:30 a.m.	ANNUAL Board; Meeting/Workshop; Elect Officers
October		No Meetings
November 1 st	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
December 6 th	2:00 p.m.	Board – (Volunteer Appreciation Celebration to follow, not open to the general public)
January 2018		No Meetings
February 7 th	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
March 21 st	10:30 a.m.	Board
April		No Meetings
May 2 nd	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
June 20 th	10:30 a.m.	Board

- **Board Meetings are held quarterly on the 3rd Wednesday of the month with the exception of the December Meeting.**
- **Exec/Admin Committee Conference Call Meetings are also held quarterly on the 1st Wednesday of the month.**
- **AD-HOC Committee Meetings are added as needed.**

PLEASE MAKE NOTE: This is a tentative schedule that is continuously being updated as meetings are being added or rescheduled, due to unforeseen circumstances.

Updated Meeting Schedules are posted on our website: www.elcnorthflorida.org

VI. NEW/UNFINISHED BUSINESS

J. APPROVAL OF MEMBER APPOINTED BY BOARD OF COUNTY COMMISSIONERS OR THE GOVERNING BOARD OF A MUNICIPALITY; JEB SMITH*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality: Jeb Smith
Reason for Recommended Action	<p>Jeb Smith has been appointed to fill the vacancy created by the resignation of Representative James K. Johns, for a term beginning June 21, 2017, and ending June 2021.</p> <p>Jeb Smith's ELCNF term would extend from June 2017 – June 2021.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would continue to be out of compliance by not having a mandated seat filled.
How the Action will be accomplished	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.



St. Johns County Board of County Commissioners

April 14, 2017

Ms. Dawn E. Bell
Chief Executive Officer
Early Learning Coalition of North Florida
2450 Old Moultrie Road, Ste. 103
Saint Augustine, FL 32086

RE: Appointment of a St. Johns County Board of County Commissioner Representative to the Early Learning Coalition of North Florida

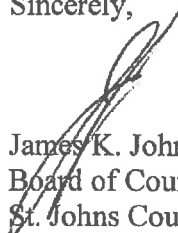
Dear Ms. Bell:

Please be advised that with the recent change in members to the St. Johns County Board of County Commissioners, Commissioner Jeb S. Smith has been assigned to serve on the Early Learning Coalition of North Florida. Commissioner Smith may be reached via the below contact information.

Jeb S. Smith
Commissioner, District 2
P: (904) 209-0302
C: (904) 325-4182
E: bcc2jsmith@sjcfl.us

The St. Johns County Board of County Commissioners appreciates the opportunity to support your agency by allowing this appointment. If there are any questions or concerns, I may be reached at (904) 209-0300.

Sincerely,



James K. Johns, Chair
Board of County Commissioners
St. Johns County

/mal

cc: Jeb S. Smith, County Commissioner, District 2



Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086
PH: (904) 342-2267
FX: (904) 342-2268
www.elcnorthflorida.org

BOARD MEMBERSHIP APPLICATION

NAME: Deb S. Smith
(Please Print)

ADDRESS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Street City State Zip

MAILING ADDRESS: _____
City State Zip

PHONE: [REDACTED] FAX: _____

CELL PHONE: [REDACTED]

EMAIL: bec2j.smith@sjcfl.us

EMPLOYER: St. Johns County Board of County Commissioners

ADDRESS: 500 San Sebastian View St. Augustine FL 32084
Street City State Zip

MAILING ADDRESS: _____
City State Zip

PHONE: 904 209 0300 FAX: _____

Please indicate where you would prefer Board information to be sent:

Employer Address ☒ *OR* *Personal Address* ☐

COMMENTS: _____

1. Tell us why you would like to serve on the Coalition.

I have been appointed by the SJC BCC Chairman to serve as its liaison.

2. What concerns do you have relating to early care and education?

3. What strengths will you bring to the Coalition?

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?

No.

5. Do you serve on any other boards? If so, please list.

SJC BCC

Pulnam/St. Johns County Farm Bureau

Florida Farm Bureau State Board of Directors

God's Way Baptist Church of Hastings, Inc.

HHSAC

HFA

SJC Ag Center Overall Advisory

SJC 4-H Advisory

VAB

IDA

FOR PROVIDERS ONLY:

1. Name of the Provider you represent: SJC BCC

2. Position: elected, County Commissioner

3. Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

4. Does your center have a religious affiliation (faith-based provider)?

 YES

 NO

5. From what source do the majority of your funds come?

 Private

 Subsidies

 Parent fees

 Other

VI. NEW/UNFINISHED BUSINESS

K. APPROVAL OF MEMBER APPOINTED BY HEAD START; BRIAN MCELHONE*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Member Appointed by Head Start Director: Brian McElhone
Reason for Recommended Action	<p>Brian McElhone is the Director of Early Childhood Services and District Assessment Development for St. Johns County School District. Brian has served as a school district director for the past five years. Prior to district administration he was the Principal at South Woods Elementary School for six years, the assistant principal at Osceola Elementary School for five years and a teacher for six years. During his tenure he was the teacher of the year finalist and the assistant principal of the year for St. Johns County School District.</p> <p>Brian's ELCNF term would extend from July 2017 – June 2021.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would continue to be out of compliance by not having a mandated seat filled.
How the Action will be accomplished	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.



Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086
PH: (904) 342-2267
FX: (904) 342-2268
www.elcnorthflorida.org

BOARD MEMBERSHIP APPLICATION

NAME: Brian McElhone
(Please Print)

ADDRESS: [REDACTED]
Street City State Zip

MAILING ADDRESS: Same
City State Zip

PHONE: [REDACTED] FAX: 904-547-8955

CELL PHONE: [REDACTED]

EMAIL: brian.mcelhone@stjohns.k12.fl.us

EMPLOYER: St. Johns County School District

ADDRESS: 102 Martin Luther King Avenue St. Augustine, Fl. 32084
Street City State Zip

MAILING ADDRESS: Same
City State Zip

PHONE: 904-547-8963 FAX: 904-547-8955

Please indicate where you would prefer Board information to be sent:

Employer Address X OR Personal Address ☐

COMMENTS: _____

1. Tell us why you would like to serve on the Coalition.

I currently serve as the Director of Early Childhood Services for the St. Johns County School District. I would like to continue to serve the children and families of St. Johns County, in as many ways as possible. I believe that serving as a board member of the Early Learning Coalition will provide me with that opportunity.

2. What concerns do you have relating to early care and education?

My greatest concern is for our underserved students and families. Often times a lack of awareness of the available resources can impede a child's opportunity for success.

3. What strengths will you bring to the Coalition?

I have worked for the St. Johns County School District for over 21 years in a variety of roles and positions. I have worked as a teacher, assistant principal, principal and currently as a director.

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?

No

5. Do you serve on any other boards? If so, please list.

No

FOR PROVIDERS ONLY:

1. Name of the Provider you represent: _____

2. Position: _____

3. Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

4. Does your center have a religious affiliation (faith-based provider)?

_____ YES

_____ NO

5. From what source do the majority of your funds come?

_____ Private

_____ Subsidies

_____ Parent fees

_____ Other

VI. NEW/UNFINISHED BUSINESS

L. REVIEW OF BOARD MEMBERSHIP

INFORMATIONAL

BOARD MEMBERSHIP SUMMARY
As of January 24, 2017

Position	Name	Term Start Date	Term End Date
BAKER			
Total Private Sector	0		
BRADFORD			
County Health Department Director or Designee	Cynthia Kent	September 2013	September 2017
Total Private Sector	0		
CLAY			
Governor Appointee Private Sector	Ron Coleman	November 22, 2013	April 30, 2016
Governor Appointee Private Sector	*Brian H. Graham, <i>Vice Chair</i>	May 14, 2015	April 30, 2019
Private Sector	*Vina Delcomym	July 2011	July 2019
Total Private Sector	3		
NASSAU			
District Superintendent of Schools or Designee	Kristi Simpkins	December 2013	December 2017
Total Private Sector	0		
PUTNAM			
Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act	Amy Lane	December 2013	December 2017
Total Private Sector	0		
ST. JOHNS			
Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality	James K. Johns Jeb Smith	June 2015- 2017	June 2019- 2021
Head Start Director	*Mary Ann Holanchock	July 2013	July 2017
Governor Appointee Private Sector CHAIR	Nancy Pearson, <i>Chair</i>	November 22, 2013	April 30, 2017
Private Sector	*Adam Deputy	December 2014	December 2018
Private Sector	*Mike Siragusa	June 2013	June 2017
Total Private Sector	3		
MULTI COUNTIES			
DCF Regional Administrator or Designee	Mala Ramoutar	November 2014	November 2018
Regional Workforce Board Executive Director or Designee	Renee Williams, <i>Treasurer</i> (Baker, Clay, Nassau, Putnam, St. Johns)	September 2014	September 2018
President of a Florida College System or Designee	Dr. Myrna Allen (Clay, Putnam, St. Johns)	September 2014	September 2018

Representative of Private For-Profit Child Care Providers	Angelia Hough (Putnam, St. Johns)	June 15, 2016	June 15, 2020
Representative of Faith Based Child Care Providers	Theresa Little (Putnam, St. Johns)	December 7, 2016	December 7, 2020
Central Agency Administrator	Teresa Matheny (All Counties)	September 21, 2016	NA
Private Sector			
Private Sector	Joy Stanton (St. Johns)	March 16, 2016	March 16, 2020
Total Private Sector	1		
Combined Total Private Sector (<i>Must comprise MORE THAN 1/3 of total Board Membership</i>):	7		
TOTAL MEMBERSHIP	18		

* *Second 4 year term*

- **Ron Coleman-** Governor appointee for the private sector has filed paperwork with the Governor's office for approval of a second term.
- **Nancy Pearson-** Governor appointee for the private sector has filed her paperwork with the Governor's office for approval of a second term. Nancy's current term is over April 2017.
- **Commissioner James K. Johns** has transitioned his board role to Commissioner Jeb Smith. Term dates are June 2017 - 2021
- **Upcoming Term Dates:** Mike Siragusa June 2017 / Mary Ann Holonchock July 2017 / Amy Lane December 2017 / Kristi Simpkins December 2017 / Cynthia Kent September 2017
- **Mandatory Seats:** Currently all mandatory seats are filled.
- **Combined Total Private Sector** (*Must be comprised of MORE THAN 1/3 of total Board Membership*): $1/3$ of 18 = 38%. We currently have 7 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 18 board members.

VI. NEW/UNFINISHED BUSINESS

M. BOARD SELF EVALUATION – DISCUSSION

- **PLEASE COMPLETE, SIGN AND EMAIL OR MAIL
BACK BY 7/7/2017 TO
KBRUMFIELD@ELCNORTHFLORIDA.ORG**



2450 Old Moultrie Road, Suite 103
St. Augustine, FL 32086
904-342-2267
www.elcnorthflorida.org

MEMORANDUM

TO: Board Members

FROM: Kim Brumfield, Office Manager

DATE: June 21, 2017

SUBJECT: Board Self-Evaluation (Assessment)

Attached is our Board of Directors Self-Evaluation Form. Please give us your most candid feedback. This helps the staff and Exec Admin Committee assure that we are fulfilling each and every board members expectations and helps us continue in our strive to be a model Coalition and a non-profit that community partners enjoy serving as board members.

Please complete and return to me using the provided self-addressed stamped envelope by **July 7, 2017.**

Please contact me with any questions or concerns.

Thank you.



A United Way Agency Funded by the State of Florida



Florida Early Learning Coalitions Board of Directors Self-Evaluation Form

Early Learning Coalition of: <u>North Florida</u>					Compiled: _____					
Name: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Printed Signature </div>										
Position: ___Officer ___Mandated Member ___Provider Representative ___Private Sector ___Other										
Date: _____										
RATING SCORES										
5 Outstanding	4 Exceeds Expectations	3 Meets Expectations	2 Needs Improvement	1 Below Expectations						
OVERALL BOARD PERFORMANCE EVALUATION										
<i>Individual Board Member Contributions</i>		<i>Appraisal Rating</i>			<i>Comments Required for Ratings 5 or 1</i>					
As an ELC Board Member, I...		5	4	3	2	1				
1. Attended at least 80% of all Board meetings during the past year, including special called meetings.										
2. Carefully review all background materials prior to Board and committee meetings.										
3. Have developed a thorough understanding of the ELC by-laws and Board policies.										
4. Offer constructive suggestions, comments, and feedback during all Board discussions.										
5. Respect the right of other Board members to disagree and to have sufficient time to express their thoughts.										
6. Serve as an ambassador for the ELC during community events and contacts (e.g., opening of a child care center, meetings of community agencies), and maintain the highest standards for professional behavior when doing so.										
As an ELC Board Member, I...		5	4	3	2	1				
7. Help to recruit new private sector members as needed.										
TOTAL INDIVIDUAL CONTRIBUTIONS:										

<i>ELC Board Operational Responsibilities</i>	<i>Appraisal Rating</i>					<i>Comments Required for Ratings 5 or 1</i>
Our ELC Board...	5	4	3	2	1	
8. Provides input into the development and revision of ELC policies as needed, and approves those policies.						
9. Assures the long-term progress of the Coalition by carefully monitoring program reports at each Board meeting.						
10. Assures the financial integrity of the organization by exercising responsible stewardship through the careful scrutiny of fiscal reports at each Board meeting.						
11. Uses the talents of Board members and interested citizens through committees, which meet regularly and provide information and recommendations to the Board on key issues.						
12. Is provided sufficient notice of all Board and Committee meetings.						
13. Is provided briefing and other materials prior to the Board meeting, with sufficient time for members to review and be prepared for the meeting.						
14. Has had a quorum at all Board meetings during the past year.						
Our ELC Board...	5	4	3	2	1	
15. Has positive and informational interactions with the ELC CEO and staff.						
16. Has evaluated the CEO during the past year, through a collaborative process that involves Board members and the CEO.						
17. Has evaluated our Board's performance during the past year, and has used the results to strengthen Board operations.						
18. Has developed and uses a Code of Conduct that reflects our collective values, and describes our conduct both during Board/Committee meetings, as well as in the community when members are representing the Board.						
TOTAL BOARD OPERATIONAL RESPONSIBILITIES:						
<i>ELC Board General Responsibilities</i>	<i>Appraisal Rating</i>					<i>Comments Required for Ratings 5 or 1</i>
Our ELC Board...	5	4	3	2	1	
19. Ensures that the ELC adheres to all applicable federal, state, and local laws,						

and is accountable to the public and to the State of Florida for all organizational actions, and assures that business is conducted in the spirit of transparency, as required by Florida's Sunshine Laws.						
20. Ensures that services are procured through an open, fair, and robust competitive process.						
21. Preserves and nurtures a number of external and internal relationships to ensure the accomplishment of the ELC's mission and outcomes.						
22. Demonstrates accountability by establishing standards to measure both organizational and Board performance. It monitors its performance regularly to ensure compliance.						
Our ELC Board...	5	4	3	2	1	
23. Utilizes a strong Board governance model to ensure that decisions are made without real or perceived conflicts of interest on the part of any Board member.						
TOTAL BOARD GENERAL RESPONSIBILITIES:						
OVERALL BOARD PERFORMANCE EVALUATION TOTAL:						

VII. NEW/UNFINISHED BUSINESS

BOARD ABSENTEEISM LOG

INFORMATIONAL

BOARD
MEMBER ABSENTEEISM LOG

By-Laws

3.2.7. Unexcused absences from two (2) consecutive meetings within a twelve month period by a representative or appointed member is equivalent to resignation from the Coalition.

3.2.8. Mandated members with three (3) consecutive unexcused absences from meetings or six (6) unexcused absences from meetings within a twelve month period without due cause may be notified by the Chair that their membership is not in good standing.

X = Attended

	MEMBER NAME	No Meeting April. 2016	No Meeting May. 2016	6/15/2016	No Meeting Jul-16	No Meeting Aug-16	9/21/2016	No Meeting Oct-16	No Meeting Nov-17	12/7/2016	No Meeting Jan-17	No Meeting Feb-17	3/22/2017
1	Allen, M.			X			X			X			EXCUSED
2	Coleman, R.			EXCUSED			X			EXCUSED			X
3	Delcomyn, V.			X			X			X			X
4	Deputy, A.			X			X			EXCUSED			EXCUSED
5	Graham, B.			X			EXCUSED			X			X
6	Hough, A.			Not a member yet			X			EXCUSED			x
7	Holanchock, M.			X			X			X			X
8	Kent, C.			X			X			EXCUSED			EXCUSED
9	Lane, A.			EXCUSED			X			EXCUSED			EXCUSED
10	Pearson, N.			X			X			EXCUSED			X
11	Ramoutar, M.			X			X			X			X
12	Simpkins, K.			X			EXCUSED			X			X
13	Sirgusa, M.			X			X			EXCUSED			X
14	Matheny, T						X			X			X
15	Williams, R.			X			X			X			X
16	Johns, J.			EXCUSED			X			EXCUSED			EXCUSED
17	Stanton, J.			X			X			X			X
18	Little, T.								Not a Member yet	X			X

VIII. Board Comment

IX. NEXT MEETINGS

- WEDNESDAY, AUGUST 2, 2017 10:30 A.M. –
EXEC/ADMIN COMMITTEE CONFERENCE CALL
 - WEDNESDAY, SEPTEMBER 20, 2017 10:30 A.M. –
ANNUAL BOARD MEETING
-

X. ADJOURNMENT*

***ACTION ITEM**