



EXEC/ADMIN COMMITTEE MEETING

May 2, 2018; 10:30 a.m.

Conference Call

Dial **1-888-296-6500** and enter Guest Code **966582**

TENTATIVE AGENDA

****Action Item***

- I.** Call to Order/Roll Call
- II.** Public Comment
- III.** Review of Credit Card Statements
- IV.** Approval of February 7, 2018 Exec/Admin Committee Meeting Minutes*
- V.** Approval of Financials as of March 31, 2018***-HANDOUT**
- VI.** Approval of Episcopal Children's Services 2018/2019 Primary Service Provider Contract*
- VII.** Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2018/2019*
- VIII.** Approval of 2017-19 School Readiness Plan Amendment #15
- IX.** Review of Board Membership- Informational
- X.** Committee Absenteeism Log – Informational
- XI.** Committee Comment
- XII.** Next Meetings: Board - June 20, 2018; 10:30 a.m.
Exec/Admin –Conference Call, August 1, 2018 10:30 a.m. (new fiscal year)
- XIII.** Adjournment*

I. Call to Order/Roll Call

II. Public Comment

III. Review of Credit Card Statements

- Statements are provided to **Board/Committee Members ONLY** for review and have been emailed at the time meeting packets were emailed.

May 2, 2018

Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.

**IV. Approval of February 7, 2018 Exec/Admin
Committee Meeting Minutes***

***ACTION ITEM**

EXECUTIVE ADMINISTRATIVE COMMITTEE

Conference Call Meeting
February 7, 2018
10:30a.m.

ATTENDANCE

Committee Members Present:

Joy Stanton, Secretary
Theresa Little, Treasurer
Myrna Allen
Teresa Matheny, ECS
Vina Delcomyn
Brian McElhone

Committee Members Absent:

Nancy Pearson, Board Chair
Renee Williams, Vice Chair

Others Present:

Ron Coleman, Board Member

Coalition Staff Present:

Dawn Bell, Chief Executive Officer
Rhonda Cody, Office Manager
Tajaro Dixon, Grants and Operations Manager
Patty Larkin, Finance Manager

CALL TO ORDER/ROLL CALL

The meeting was called to order at 10:35 a.m. by Joy Stanton and roll was called; quorum was present with 6 of 8 committee members in attendance.

PUBLIC COMMENT

No Comments.

REVIEW OF CREDIT CARD STATEMENTS

Employee Credit card statements were presented to the committee for the review of the months of October, November and December 2017. (Amex and Visa cards issued to D. Bell, K. Brumfield and R. Cody).

There were no comments or questions.

APPROVAL OF NOVEMBER 1, 2017 EXEC ADMIN COMMITTEE MEETING MINUTES *

1. T. Little motioned to approve the November 1, 2017 Executive Admin Committee Meeting Minutes. M. Allen seconded the motion. No discussion – motion passed unanimously.

**Executive/Admin Committee
February 7, 2018**

REVIEW OF FINANCE MANAGER REPORT, DECEMBER 2017
INFORMATIONAL

APPROVAL OF ACCOUNTING AND FINANCIAL POLICIES AND PROCEDURES REVISIONS*

Revisions:

The following revisions were from the staff annual review of policies:

F107 – Security, in the last section “General Office Security”, added that a security code (along with a key) is required for access to the offices of the Coalition after hours.

F206 – Cash Receipts and Segregation of Duties, in the “Checks” section, made corrections where “cash” was referenced instead of “checks” and corrected the process from electronic deposits to in-person deposits.

If these revisions are not approved, the Coalition would not have the most accurate and updated Accounting and Financial Policies and Procedures.

2. V. Delcomyn motioned to approve the Accounting and Financial Policies and Procedures Revisions. T. Little seconded the motion. No discussion-motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION’S CONTRACT MANAGEMENT AND MONITORING POLICIES AND PROCEDURES*

Revisions:

CM302 – Contract Requirements,

- Under “Contract Provisions” section replaced Audit Requirements with the 17/18 OEL Grant Agreement updates for this section.
- Under “Certifications and Assurances” section replaced “II. Federal or state-required assurances – applicable to OEL SUBRECIPIENTS” listing with the 17/18 OEL Grant Agreement updates for this section.

If these revisions are not approved, the Coalition would not have the most accurate and updated Contract Management Policies and Procedures as well as the School Readiness Plan attachment (s) that include this policy (#CM302).

3. V. Delcomyn motioned to approve the revisions to the Coalition’s Contract Management and Monitoring Policies and Procedures. T. Little seconded the motion. No discussion-motion passed unanimously.

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APPROVAL OF CONSULTING AGREEMENT WITH INES ANDRADE*-HANDOUT

Overview:

Ines Andrade will provide the necessary support to input and implement the MIP Non Profit Fund Accounting software for ELC North Florida as needed.

The scope of this work will include creating required reporting formats, reviewing data input, reversing entries that recorded twice during the implementation process and reviewing all general ledger entries with the Finance Manager.

This contract shall be for the period of February 12, 2018 – March 9, 2018 at the rate of \$25.00 per hour, plus mileage and the contract value is not to exceed \$2,500.00.

ELCNF Finance Manager has not been trained on the creation of reports, reversing entries and budget input. This contract is more cost effective than the telephone support currently utilized and ELCNF will benefit in having an experienced MIP user reviewing all entries.

4. T. Little motioned to approve the consulting agreement with Ines Andrade. V. Delcomyn seconded the motion. No discussion-motion passed unanimously.

APPROVAL OF NEW ELCNF CLAY COUNTY OFFICE LEASE*-HANDOUT

Staff requests board approval to lease a new office space for the ELCNF Clay County Office. The new lease will begin on February 15, 2018 and end on January 31, 2019 with an option to renew for an additional 12 months.

The space is 600 square feet with two large offices, half bath and storage area for supplies. The total rent is \$700 per month and includes internet and water. The office will house our Clay County Outreach Assistant, our Clay County Reading Pals resource room and library as well as provide a conference area for training.

The current office our Outreach Assistant resides in cannot accommodate the expansion of programs and resources necessary to provide optimum quality outreach programs and services to Clay County.

5. T. Little motioned to approve the new Clay County Office space. T. Matheny seconded the motion. No discussion-motion passed unanimously.

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APPROVAL OF REVISIONS TO THE COALITION'S PERSONNEL POLICIES AND PROCEDURES MANUAL*

Revisions:

HR204 - Employment Reference/Criminal History Checks, revised two sections under "Criminal Background Screening Procedure to match language in the 2017/2018 OEL grant agreement regarding re-screening deadline and if an employee, volunteer or contract staff is arrested.

HR403 – Paydays and Direct Deposit, removed language regarding actual, physical paychecks and replaced with language that states all employees must enroll in direct deposit. This was to save processing costs for the alternatives of direct deposit.

HR610 – Employment Termination,

- Deleted entire wording in paragraph "Layoff and Severance Benefits" and added the following: Please refer to policy #**HR611 Severance Plan and Summary Plan Description** for an explanation of severance benefits should an employee be involuntarily displaced from his or her position in the event of a merger, acquisition, consolidation or other staff reduction.

HR611: Severance Plan and Summary Description

- Added this NEW policy that contains the entire Severance Plan Policy and Employee Severance Agreement.

This policy is being revised due to historical (and current) legislative attempts to force a reduction in the number of coalitions throughout Florida, and thereby attempting to force mergers of coalitions who do not volunteer to merge.

This revision will add a benefit for employees who are impacted and lose their jobs and ensure temporary financial stability should the ELC of North Florida ever be forced to merge with another coalition by OEL.

6. T. Little motioned to approve the revisions to the Coalition's Personnel Policies and Procedures manual. M. Allen seconded the motion- No Discussion-motion passed unanimously.

REVIEW OF BOARD MEMBERSHIP

Informational; no comments.

COMMITTEE ABSENTEEISM LOG

Informational; no comments.

COMMITTEE COMMENT

Dawn updated the Committee on the latest news regarding a potential merger of ELCNF and ELC Duval; that it was unlikely this was being entertained given the State Legislature was nearing the end of its session and there was no further news or action on this. The only discussion of a potential ELC merger in Florida was St. Lucie and IRMO but that it was not part

**Executive/Admin Committee
February 7, 2018**

of the Legislature's proposed plan. She advised the Committee that she would continue to keep them updated on any issues that surface as the legislative session nears the end on March 9.

NEXT MEETINGS

- **Board Meeting**–
March 21, 2018; 10:30 a.m. Renaissance Resort at World Golf Village Convention center
- **Exec/Admin** – May 2, 2018; 10:30 a.m. Conference Call

ADJOURNMENT*

1. T. Little motioned to approve adjournment . T. Matheny seconded the motion. No discussion- motion passed unanimously. Meeting adjourned at 11:08 am

Minutes submitted by Rhonda Cody, Office Manager

**V. Approval of Financials as of March 31, 2018*-
HANDOUT**

May 2, 2018

**Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.**

**VI. Approval of Episcopal Children's Services
2018/2019 Primary Service Provider Contract***

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Episcopal Children's Services 2018/2019 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 2017/2018 (and all prior years), the Coalition will continue contracting with ECS for 2018/2019.</p> <p>2018/2019 will be ECS's <u>third year of a possible three year term</u> 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 2018/2019.
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 **94 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. This would also include any automatic OEL grant award or grant agreement extensions beyond the fiscal year for the purposes of maximizing carry forward funds and/or minimizing reversions, but would not affect the start date of the next fiscal year's award period. 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, 2018**, and ending **June 30, 2019**, 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 the aggregated amount of funds awarded under this agreement 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 (45 CFR Part 93). 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 certifies that it is in compliance 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, 2 CFR Part 382). (**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, 2 CFR Part 376, 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, including matching 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. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure that providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.). 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, document and maintain in the child file the determination of citizenship and immigration status of beneficiaries of its School Readiness programs and to ensure that a child is determined to be 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 - A child care slot established within a contract between the ELC or its subcontractor and SR provider guaranteeing funding at an increased provider payment rate.

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

Early Learning Performance Funding Project (ELPFP) - 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 through Tier 5 based on their CLASS scores.

Family Engagement – Conscious effort of the parent and/or other family member to engage in a child’s education and development by promoting positive behaviors and ensuring the child’s well-being.

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. The School Readiness program is also responsible for the quality enhancement /improvement of early learning providers/practitioners. 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 CFR 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 supervise staff performing 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 ensure establishment and implementation of 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 Program and shall only be given with parental consent in accordance with s. 1002.84(5), F.S. Contractor shall ensure providers are notified of the ALL required screenings at least 30 days prior to screening due date.
15. Shall supervise staff performing 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. Shall provide direct access from the home page of its website for providers and parents to apply for SR and VPK programs (no more than one mouse click from the Contractor's home page of its website to get to the Family Portal and Provider Portal).
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 (whether initial or redetermination) must be processed within ten (10) calendar days of receipt of completed application and supporting documentation.
21. Agree to the terms and conditions as set forth in the OEL Service Level Agreement and database hosting agreement until the dates of the EFS decommissioning.
22. Assist Coalition staff in accessing and in the use of the OEL Database.
23. Will adhere to the Coalition's I.T. policies, where applicable.
24. Provide basic network support to all users upon request.
25. 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 (minimum) 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, and secure/enter into donor contracts.
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 **\$12,340,418** 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 (minimum) 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 the following details.

For School Readiness:

- Children on wait list by age group for current month, previous month and year-to-date average
- SR Provider Trainings held
- SR Provider Trainings offered
- SR Technical Assistance Visits
- R & R consumer complaints (# and details of each complaint)
- Children screened - percentages for monthly and year-to-date, total number screened
- Number recommended referrals, actual children referred with parental consent for current month and year-to-date
- Additional Quality Contract(s) Data
- SR Provider CLASS Assessments for Pre-K, Toddler, and Infant
- SR Provider Monitoring Tier 1 and Tier 2

For VPK:

- number of current providers
 - number of current classrooms
 - current classroom capacity
 - enrolled on last day of month
 - number (monthly and YTD) and percentage (YTD) of providers monitored
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, 2019.**
 7. "Inventory Report of all Non-Expendable Property" either transferred, purchased, or leased under this contract, by **July 1, 2018** and as needed thereafter including change in property custodian 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, 2018, October 20, 2018; January 20, 2019; and April 20, 2019.**
12. Quarterly Provider Training Calendars will be available on the Contractor's website for review by **July 1, 2018; October 1, 2018; January 1, 2019; and April 1, 2019**
13. Annual Anti-Fraud Plan by **May 1st** for the following Fiscal/Contract Year.
14. CCDF Quality Progress/Performance Report (**QPR**) between **November 1** and **December 1** each Fiscal/Contract year as designated by OEL.
15. 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 child care services, information to maximize the provider's ability to serve children, financial assistance programs, 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. The Contractor shall have and maintain a public-facing website current with SR and VPK program information in accordance with OEL Program Guidance 600.01 – Child Care Resource and Referral Program Requirements. 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. Provide families and employers with information and guidance on subsidy programs and other financial assistance including, but not limited to, the VPK Education Program, the SR Program, Head Start Programs, private funding programs, the federal child care and dependent care tax credit, and other statewide or local community resources. Assist families with identifying summer camp programs and creative child care options or other special arrangements with providers.
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. If an assigned CCR&R representative cannot participate in a conference call or training, that representative must review minutes from the

conference call or training, as applicable. Contractor must submit an annual CCR&R Staffing List by the **last business day of August** and within five (5) 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 requested data to the Coalition for its annual report in a written format as identified by the State of Florida, and by the deadline set by the Coalition to ensure coordination of data and delivery to OEL by **October 1 of the following fiscal/contract year**.
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 plan element consistent with the activities prescribed in s.1002.89(6)(b), F.S. which can be measured by program assessment, professional development, and formative child assessment. The professional development support activities are defined by OEL’s approved CCDF State Plan including conducting communities of practice, coaching, technical assistance, and training. Also included are parent trainings and involvement activities (including activities to promote a higher level of family engagement), and strategies to meet the needs of unique populations and local eligibility priorities (which may include supports for creating inclusive environments and supports for trauma-informed care and grants to incentivize serving these populations). The Coalition’s Plan shall be incorporated by reference herein and made a part of this Contract.

The contractor shall facilitate a coordinated system of care for children impacted by the school readiness programs. Provide a statewide pay for performance funding initiative that: increases payment rates for providers that exhibit quality, incorporates local participation in supports that increase the quality of early learning experienced by children in the SR Program, and generates statewide data used to target quality improvement.

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 Project/OEL Grant Agreement Contract with the Coalition** (OEL NOA #PP439) 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 Project Contract/Grant conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. Administering OEL's Performance Funding 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 provider group. The Contractor will also perform administrative, contract management, and project management responsibilities as listed in the **2018/2019 OEL Grant Agreement** in support of the Early Learning Performance Funding Project. 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.

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: Provider "CLASS" (Classroom Assessment Scoring System – An observation-based program assessment instrument and associated system that measures teacher – child interactions) assessment scores for all Pre-K, Toddler, and Infant classrooms completed during the month, and a separate section for School Readiness Provider Tier 1 and Tier 2 Monitoring. Each Tier section to include: number started during the month, number still pending by the end of the month, number completed during the month, the goal number to have completed by year end, and number of year-to-date completed.
 - 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, 2018**.
 - e.) A semiannual report of Quality Purchases Tracking of Program Supplies due by **January 20, 2019** and **July 20, 2019**.

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. These services should include, at a minimum, a process for: identifying potential needs, gathering information that could further identify evaluation needs and provision of supports and/or referrals such as creating access to multiple screening tools, identifying a multidisciplinary team (parents, providers, CCR&R Specialists, Inclusion Specialists) to plan for any identified needs and follow up, if needed, and referrals.
2. To develop collaborative methodologies with public and private community agencies and groups to expand the support of inclusion services. To collaborate with CCR&R staff to provide family supports that meet the needs of families of children with special needs, which may include: providing relevant resources to families, offering technical assistance about policies and procedures regarding the Individual with Disabilities Education Act and Americans with Disabilities Act and/or referring families to other community partners, offering information that empowers parents to become partners in their child's learning.
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 **May 15, 2019**.
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, 2018; October 20, 2018; January 20, 2019; and April 20, 2019;** 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. Please see further requirements regarding **background screenings** in item **#12 – 17 below**. Contractor shall have written policies that include the requirements detailed in the most recent OEL grant agreement and/or policies.
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 on or 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 or removed from working on the contract 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 **\$14,951,500**. 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 **\$358,353** (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" Grant Agreement with the Coalition** (OEL NOA #PP439) for a **total dollar amount** up to and not to exceed **\$68,885**. 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 **\$35,000**.

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.

Funding Sources: Chapter 2017-70, Laws of Florida, Specific Appropriations 83, 84, and 87 provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue, Welfare Transition Trust Fund, and Federal Grants Trust Fund for the programs described in this agreement.

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).
6. Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited.

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, telephone numbers, address or web address, changing the password, and configuring a firewall on the network. Any change must be communicated in writing to service.desk@oel.myflorida.com no less than 72 hours prior to the implementation of the change.
8. Participate in the EFS Modernization Project Update 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 **94 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 4, item "p"**]
- DUNS number – Data Universal Numbering System (**Page 5, item "t"**)
- System for Award Management (SAM) (**Page 5, 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**)

XXI. Execution

In consideration of the mutual covenants set forth above and in the exhibits hereto, the Parties have caused to be executed this agreement by their undersigned officials duly authorized. Each person signing this agreement warrants that he or she is duly authorized to do so and to bind the respective party, which has the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if applicable), to ensure proper planning, management and completion of the activities described herein.

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

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

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, 2018** and extending through **June 30, 2019**.

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, 2018** or the date, on which both parties have signed the contract, whichever is earlier, and shall end on **June 30, 2019**. 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 **\$13,630,680** (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 **\$28,773** 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.

_____	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

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 year their child turns five (5). 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 **2018-2019** 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 assign a staff member to register and serve as the administrator for Bright Beginnings website and assign additional staff as needed. The Contractor will monitor private provider's compliance with the VPK pre- and post-assessment, and review and approve or disapprove orders for VPK Assessment materials placed by VPK providers in accordance with Rule 6M-8.620, F.A.C.
- 16) 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 **2018-2019** 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 (meeting all requirements for the VPK Program in accordance with part V of Chapter 1002, F.S. and Rules 6M-8.300 and 6M-8.301, F.A.C.), 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 **\$13,630,680** (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 **\$28,773**, 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 **\$13,630,680** (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 **\$28,773** 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

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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. In addition, contractor will comply with: 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964, 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance, and 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance.
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, 2019.**

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 Generals 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 Florida Department of Education/Office of Early Learning Prior Approval Program Guidance 240.05 in contract **Attachment 11**, for any cost item or administrative requirement requiring prior approval referenced in contract **Attachment 14**.
 - b. The Contractor will submit to the Coalition the Annual Approval Request Form (**Attachment 12**) by **June 15th** of each year for the upcoming grant period. The Contractor will complete the Individual Cost Items Form (**Attachment 13**) for all prior approval requests that were not listed on the grant period's Annual Approval Request Form.
 - c. The Contractor must receive Coalition/OEL approval before expending any cost item or administrative requirement requiring prior approval listed in contract **Attachment 14**.

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

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, 2018** and ending **June 30, 2019**.

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.
6. Venue: The place for any hearing, arbitration or otherwise, shall be **St. Johns County**, Florida.
7. This contract shall be interpreted under the laws of the State of Florida.
8. The submittal of false information may be considered fraud and could result in the immediate termination of the contract.
9. 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: C.E.O.
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.

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ATTACHMENT 3

45 CFR Part 93 Appendix A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

Statement for Loan Guarantees and Loan Insurance

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 employee of an agency, a Member of Congress, an officer or employee 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 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 subawards at all tiers (including subcontracts, subgrants, 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 \$100,000¹ for each such failure.

¹ The amounts specified in Appendix A to Part 93 are updated annually, as adjusted in accordance with the Federal Civil Monetary Penalty Inflation Adjustment Act of 1990 ([Pub. L. 101-140](#)), as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (section 701 of [Pub. L. 114-74](#)). Annually adjusted amounts are published at [45 CFR part 102](#).

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[55 FR 6754, Feb. 26, 1990, as amended at 81 FR 61565, Sept. 6, 2016]

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).

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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., Suite 1
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 ELC of North Florida Coalition
Effective date July 1, 2018

Florida's Office of Early Learning SLIDING FEE SCHEDULE

----- Annual Gross Income - Number of persons in Family -----

DAILY FEE		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	6,070	8,230	10,390	12,550	14,710	16,870	19,030	21,190	23,350	25,510	27,670	29,830	31,990	34,150	36,310
1.60	0.80	75%FPL	6,071	8,231	10,391	12,551	14,711	16,871	19,031	21,191	23,351	25,511	27,671	29,831	31,991	34,151	36,311
			9,105	12,345	15,585	18,825	22,065	25,305	28,545	31,785	35,025	38,265	41,505	44,745	47,985	51,225	54,465
2.40	1.20		9,106	12,346	15,586	18,826	22,066	25,306	28,546	31,786	35,026	38,266	41,506	44,746	47,986	51,226	54,466
			12,139	16,459	20,779	25,099	29,419	33,739	38,059	42,379	46,699	51,019	55,339	59,659	63,979	68,299	72,619
3.20	1.60	FPL	12,140	16,460	20,780	25,100	29,420	33,740	38,060	42,380	46,700	51,020	55,340	59,660	63,980	68,300	72,620
			14,164	19,204	24,244	29,284	34,324	39,364	44,405	49,445	54,485	59,525	64,565	69,605	74,645	79,686	84,726
4.00	2.00	85% SMI	14,165	19,205	24,245	29,285	34,325	39,365	44,406	49,446	54,486	59,526	64,566	69,606	74,646	79,687	84,727
			16,187	21,948	27,708	33,468	39,229	44,989	50,749	56,509	62,270	68,030	73,791	79,551	85,311	91,071	96,832
4.80	2.40	85% SMI	16,188	21,949	27,709	33,469	39,230	44,990	50,750	56,510	62,271	68,031	73,791	79,552	85,312	91,072	96,833
		150%FPL	18,210	24,690	31,170	37,650	44,130	50,610	57,090	63,570	70,050	76,530	83,010	89,490	95,970	102,450	108,930
5.60	2.80	85% SMI	18,211	24,691	31,171	37,651	44,131	50,611	57,091	63,571	70,051	76,531	83,011	89,491	95,971	102,451	108,931
			18,918	25,650	32,381	39,113	45,845	52,577	59,309	66,041	72,773	79,504	86,236	92,968	99,700	106,432	113,164
6.40	3.20		18,919	25,651	32,382	39,114	45,846	52,578	59,310	66,042	72,774	79,505	86,237	92,969	99,701	106,433	113,165
			19,626	26,609	33,593	40,577	47,560	54,544	61,528	68,512	75,495	82,479	89,463	96,446	103,430	110,414	117,397
7.20	3.60	85% SMI	19,627	26,610	33,594	40,578	47,561	54,545	61,529	68,513	75,496	82,480	89,464	96,447	103,431	110,415	117,398
			20,333	27,569	34,804	42,040	49,276	56,511	63,747	70,982	78,218	85,453	92,689	99,925	107,160	114,396	121,631
8.00	4.00		20,334	27,570	34,805	42,041	49,277	56,512	63,748	70,983	78,219	85,454	92,690	99,926	107,161	114,397	121,632
			21,041	28,528	36,016	43,503	50,991	58,478	65,966	73,453	80,940	88,428	95,915	103,403	110,890	118,378	125,865
8.80	4.40	85% SMI	21,042	28,529	36,017	43,504	50,992	58,479	65,967	73,454	80,941	88,429	95,916	103,404	110,891	118,379	125,866
			21,749	29,488	37,227	44,967	52,706	60,445	68,184	75,924	83,663	91,402	99,142	106,881	114,620	122,359	130,099
9.60	4.80	185%FPL	21,750	29,489	37,228	44,968	52,707	60,446	68,185	75,925	83,664	91,403	99,143	106,882	114,621	122,360	130,100
			22,459	30,451	38,443	46,435	54,427	62,419	70,411	78,403	86,395	94,387	102,379	110,371	118,363	126,355	134,347
10.40	5.20	85% SMI	22,460	30,452	38,444	46,436	54,428	62,420	70,412	78,404	86,396	94,388	102,380	110,372	118,364	126,356	134,348
			23,370	31,686	40,002	48,318	56,634	64,950	73,266	81,582	89,898	98,214	106,530	114,846	123,162	131,478	139,794
11.20	5.60	200%FPL	23,371	31,687	40,003	48,319	56,635	64,951	73,267	81,583	89,899	98,215	106,531	114,847	123,163	131,479	139,795
			24,280	32,920	41,560	50,200	58,840	67,480	76,120	84,760	93,400	102,040	110,680	119,320	127,960	136,600	145,240
12.00	6.00	85% SMI	24,281	32,921	41,561	50,201	58,841	67,481	76,121	84,761	93,401	102,041	110,681	119,321	127,961	136,601	145,241
			26,101	35,389	44,677	53,965	63,253	72,541	81,829	91,117	100,405	109,693	118,981	128,269	137,557	146,845	156,133
12.80	6.40	85% SMI	26,102	35,390	44,678	53,966	63,254	72,542	81,830	91,118	100,406	109,694	118,982	128,270	137,558	146,846	156,134
			27,922	37,858	47,794	57,730	67,666	77,602	87,538	97,474	107,410	117,346	127,282	137,218	147,154	157,090	167,026
13.60	6.80	85% SMI	27,923	37,859	47,795	57,731	67,667	77,603	87,539	97,475	107,411	117,347	127,283	137,219	147,155	157,091	167,027
			30,181	39,467	48,753	58,039											

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.

2018 Poverty Level (FPL) effective January 26, 2018
LIHEAP IM 2017-03 State Median Income Estimates

Income 85% State Median Income: Upper threshold for eligibility

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)								
<i>Full-Time Daily Rates (Completed by COALITION)</i>								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	4.38	10.95
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	3.72	9.30
(2YR)	24 <36 MTH	16.00	3.20	16.00	3.20	16.00	3.20	8.00
(PR3)	36 <48 MTH	15.60	3.12	14.00	2.80	14.00	2.80	7.00
(PR4)	48 <60 MTH	15.60	3.12	14.00	2.80	14.00	2.80	7.00
(PR5)	60 <72 MTH	15.60	3.12	14.00	2.80	14.00	2.80	7.00
(SCH)	In School	12.60	2.52	12.00	2.40	12.00	2.40	6.00
(SPCR)	Special Needs	23.00	4.60	21.90	4.38	21.90	4.38	10.95

<i>Part-Time Daily Rates (Completed by COALITION)</i>								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	2.88	7.20
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	2.52	6.30
(2YR)	24 <36 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(PR3)	36 <48 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(PR4)	48 <60 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(PR5)	60 <72 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(SCH)	In School	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(SPCR)	Special Needs	15.00	3.00	14.40	2.88	14.40	2.88	7.20

**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 Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	4.38	10.95
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	3.72	9.30
(2YR)	24 <36 MTH	16.00	3.20	16.00	3.20	16.00	3.20	8.00
(PR3)	36 <48 MTH	15.60	3.12	14.00	2.80	14.00	2.80	7.00
(PR4)	48 <60 MTH	15.60	3.12	14.00	2.80	14.00	2.80	7.00
(PR5)	60 <72 MTH	15.60	3.12	14.00	2.80	14.00	2.80	7.00
(SCH)	In School	12.00	2.40	12.00	2.40	12.00	2.40	6.00
(SPCR)	Special Needs	23.00	4.60	21.90	4.38	21.90	4.38	10.95

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	2.88	7.20
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	2.52	6.30
(2YR)	24 <36 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(PR3)	36 <48 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(PR4)	48 <60 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(PR5)	60 <72 MTH	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(SCH)	In School	9.00	1.80	8.00	1.60	8.00	1.60	4.00
(SPCR)	Special Needs	15.00	3.00	14.40	2.88	14.40	2.88	7.20

**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 Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	4.38	10.95
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	3.72	9.30
(2YR)	24 <36 MTH	18.60	3.72	16.20	3.24	16.20	3.24	8.10
(PR3)	36 <48 MTH	16.85	3.37	15.90	3.18	15.90	3.18	7.95
(PR4)	48 <60 MTH	16.85	3.37	15.90	3.18	15.90	3.18	7.95
(PR5)	60 <72 MTH	16.85	3.37	15.90	3.18	15.90	3.18	7.95
(SCH)	In School	15.00	3.00	12.00	2.40	12.00	2.40	6.00
(SPCR)	Special Needs	23.00	4.60	21.90	4.38	21.90	4.38	10.95

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	2.88	7.20
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	2.52	6.30
(2YR)	24 <36 MTH	14.55	2.91	12.60	2.52	12.60	2.52	6.30
(PR3)	36 <48 MTH	12.80	2.56	11.20	2.24	11.20	2.24	5.60
(PR4)	48 <60 MTH	12.80	2.56	11.20	2.24	11.20	2.24	5.60
(PR5)	60 <72 MTH	12.80	2.56	11.20	2.24	11.20	2.24	5.60
(SCH)	In School	10.08	2.02	10.20	2.04	10.20	2.04	5.10
(SPCR)	Special Needs	15.00	3.00	14.40	2.88	14.40	2.88	7.20

**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 Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	4.38	10.95
(TOD)	12<24 MTH	19.00	3.80	19.60	3.92	19.60	3.92	9.80
(2YR)	24 <36 MTH	17.42	3.48	16.00	3.20	16.00	3.20	8.00
(PR3)	36 <48 MTH	16.80	3.36	14.00	2.80	14.00	2.80	7.00
(PR4)	48 <60 MTH	16.80	3.36	14.00	2.80	14.00	2.80	7.00
(PR5)	60 <72 MTH	16.80	3.36	14.00	2.80	14.00	2.80	7.00
(SCH)	In School	13.20	2.64	12.00	2.40	12.00	2.40	6.00
(SPCR)	Special Needs	23.00	4.60	21.90	4.38	21.90	4.38	10.95

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	2.88	7.20
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	2.52	6.30
(2YR)	24 <36 MTH	12.48	2.50	8.00	1.60	8.00	1.60	4.00
(PR3)	36 <48 MTH	10.85	2.17	8.00	1.60	8.00	1.60	4.00
(PR4)	48 <60 MTH	10.85	2.17	8.00	1.60	8.00	1.60	4.00
(PR5)	60 <72 MTH	10.85	2.17	8.00	1.60	8.00	1.60	4.00
(SCH)	In School	8.00	1.60	8.00	1.60	8.00	1.60	4.00
(SPCR)	Special Needs	15.00	3.00	14.40	2.88	14.40	2.88	7.20

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)								
<i>Full-Time Daily Rates (Completed by COALITION)</i>								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	23.00	4.60	21.90	4.38	21.90	4.38	10.95
(TOD)	12<24 MTH	19.00	3.80	18.60	3.72	18.60	3.72	9.30
(2YR)	24 <36 MTH	15.00	3.00	16.00	3.20	16.00	3.20	8.00
(PR3)	36 <48 MTH	15.00	3.00	15.00	3.00	15.00	3.00	7.50
(PR4)	48 <60 MTH	14.40	2.88	15.00	3.00	15.00	3.00	7.50
(PR5)	60 <72 MTH	14.40	2.88	15.00	3.00	15.00	3.00	7.50
(SCH)	In School	13.00	2.60	13.00	2.60	13.00	2.60	6.50
(SPCR)	Special Needs	23.00	4.60	21.90	4.38	21.90	4.38	10.95

<i>Part-Time Daily Rates (Completed by COALITION)</i>								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	15.00	3.00	14.40	2.88	14.40	2.88	7.20
(TOD)	12<24 MTH	14.55	2.91	12.60	2.52	12.60	2.52	6.30
(2YR)	24 <36 MTH	11.25	2.25	12.00	2.40	12.00	2.40	6.00
(PR3)	36 <48 MTH	11.25	2.25	11.25	2.25	11.25	2.25	5.63
(PR4)	48 <60 MTH	10.80	2.16	11.25	2.25	11.25	2.25	5.63
(PR5)	60 <72 MTH	10.80	2.16	11.25	2.25	11.25	2.25	5.63
(SCH)	In School	9.75	1.95	9.75	1.95	9.75	1.95	4.88
(SPCR)	Special Needs	15.00	3.00	14.40	2.88	14.40	2.88	7.20

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

Early Learning Coalition of North Florida - St. Johns County									
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/17)									
Full-Time Daily Rates (Completed by COALITION)									
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers	Before or After School
(INF)	<12 MTH	27.00	5.40	22.00	4.40	22.00	4.40	11.00	
(TOD)	12<24 MTH	22.29	4.46	19.43	3.89	19.43	3.89	9.72	
(2YR)	24 <36 MTH	22.29	4.46	19.43	3.89	19.43	3.89	9.72	
(PR3)	36 <48 MTH	20.70	4.14	19.20	3.84	19.20	3.84	9.60	
(PR4)	48 <60 MTH	20.70	4.14	17.60	3.52	17.60	3.52	8.80	
(PR5)	60 <72 MTH	20.70	4.14	17.60	3.52	17.60	3.52	8.80	
(SCH)	In School	19.05	3.81	14.40	2.88	14.40	2.88	7.20	19.05
(SPCR)	Special Needs	27.00	5.40	22.00	4.40	22.00	4.40	11.00	

Part-Time Daily Rates (Completed by COALITION)									
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers	Before or After School
(INF)	<12 MTH	22.56	4.51	16.50	3.30	16.50	3.30	8.25	
(TOD)	12<24 MTH	19.67	3.93	13.60	2.72	13.60	2.72	6.80	
(2YR)	24 <36 MTH	19.67	3.93	12.80	2.56	12.80	2.56	6.40	
(PR3)	36 <48 MTH	17.25	3.45	12.80	2.56	12.80	2.56	6.40	
(PR4)	48 <60 MTH	17.25	3.45	12.00	2.40	12.00	2.40	6.00	
(PR5)	60 <72 MTH	17.25	3.45	12.00	2.40	12.00	2.40	6.00	
(SCH)	In School	11.60	2.32	10.80	2.16	10.80	2.16	5.40	Before & After \$11.00 Before only \$2.60 After \$9.00
(SPCR)	Special Needs	22.56	4.51	16.50	3.30	16.50	3.30	8.25	

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.

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**ATTACHMENT 9
SCHOOL READINESS BUDGET**

State of Florida Notice of Award No. SR439	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF	G1702FLTANF (27.83%)
93.575 / CCDF Discretionary	G1702FLCCDF (40.63%)
93.596 / CCDF Mandatory	G1702FLCCDF (31.45%)
93.667 / SSBG	G1701FLS0SR (0.08%)
	Grand Total 100%

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	TOTALS (NOA Amounts)
General Administration	97BBA, 97FIR, 97LCA	\$358,353	\$425,000	\$783,353
Non-direct Services	97BBD	250,752	0	250,752
Systems	97SYS	0	0	0
Eligibility Determination	97BDE	666,835	0	666,835
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	720,211	310,669	1,030,880
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	263,803	0	263,803
Inclusion	97QIN	116,481	0	116,481
Resource & Referral	97Q14	234,647	0	234,647
Total Non-Slots	(Non-Direct)	\$2,611,082	\$735,669	\$3,346,751
Gold Seal Payments	97GSD	520,000	0	520,000
Slots, to include: *CCEP funding of \$20,118		11,820,418	0	11,820,418
Total Slots	(Direct Services)	\$12,340,418	\$0	\$12,340,418
Grand Total		\$14,951,500	\$735,669	\$15,687,169

Supplemental Contracts
(Exclusive of OEL School Readiness Grant Award Funding)

Performance Funding Project (OEL NOA #PP439) (CFDA# 93.575 CCDF, Federal Award No. G1602FLCCDF – 100% funding) (DUNS #130220796) Total (total dollar amount up to and not to exceed)	\$68,885
Pay for Performance (through the University of Florida) Contract SR400 (total dollar amount up to and not to exceed)	\$35,000

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**ATTACHMENT 10
VOLUNTARY PREKINDERGARTEN BUDGET**

**Episcopal Children's Services and
The Early Learning Coalition of North Florida
2018/2019 VPK Budget**

State of Florida Notice of Award No.SV439/CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPADM	\$242,406
VPK Enrollment	VPENR	199,591
VPK Monitoring	VPMON	29,834
Total ECS Administrative Costs (up to 3.6% of slots earned)		\$471,831
<i>Coalition Administrative Costs</i> (up to 0.4% of slots earned)		\$52,426
Total Non-Slots (ECS + Coalition) (4% of slots earned)		\$524,257
Direct Services - Slots		13,106,423
Grand Total		\$13,630,680

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

NOTICE OF AWARD NUMBER OA439 / CFSA#48.108 (100%)	
Total (for VPK outreach/awareness, and monitoring)	\$28,773

ATTACHMENT 11
Prior Approval Program Guidance

Florida Department of Education Office of Early Learning
Program Guidance 240.05
Prior Approval

OF INTEREST TO

The Office of Early Learning (OEL, the Office), Early Learning Coalitions (ELCs, Coalitions), and other direct subrecipients of OEL implementing federal and state early learning programs, such as the School Readiness Program and the Voluntary Prekindergarten Education (VPK) Program.

AUTHORITY

2 CFR §200 – Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

45 CFR §75 – U.S. Department of Health and Human Services (HHS) Administrative Regulations.

DEFINITIONS

Prior Written Approval

Written approval by an “authorized official” evidencing prior consent before a recipient undertakes certain activities or incurs specific costs (45 CFR §75.2).

Authorized Official

For purposes of this guidance, the OEL Financial Administration and Budget Services Manager and/or his/her delegate is the authorized official.

BACKGROUND

OMB Uniform Grant Guidance (UGG) and HHS regulations establish cost principles and standards for determining allowable activities and costs for federal awards carried out through grants, cost reimbursement contracts, and other agreements. Some administrative requirements and cost items are allowable only with prior approval from the awarding agency. Coalitions and other direct subrecipients must obtain prior approval from OEL for applicable administrative requirements and cost items within 2 CFR §200 and 45 CFR §75.

Per 45 CFR 75.407, under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to be determined. In order to avoid subsequent disallowance or dispute based on unreasonableness or non-allocability, coalitions and other direct subrecipients may seek the prior written approval from OEL in advance of the incurrence of special or unusual costs. Prior written approval

should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability as described under certain circumstances within of 2 CFR §200.407 and parts of 45 CFR §75.407.

Any acquisition that will be capitalized for financial statement purposes requires prior approval for grant reporting purposes. For the equipment and other capital expenditures cost item, prior approval must be requested for all items that meet the lesser of the requestor's capitalization threshold or \$5,000. Acquisitions or creation of software applications that meet the capitalization requirements of generally accepted accounting principles also require prior approval.

INSTRUCTIONS

A comprehensive list of the administrative requirements and cost items requiring prior approval is provided in Attachment III - Prior Approval Reference Guide. OEL allows annual prior approval for some items, while others require individual prior approval, as identified in Attachment III.

To request prior approval from OEL:

1. Complete Attachment I (Annual Prior Approval Request Form) or Attachment II (Individual Prior Approval Request Form), as applicable. Use cost estimates based on the data available at the time of submission. An appropriate member of the ELC management team should review, approve, and authorize the request prior to its submission to OEL. Electronic signature(s) have been deemed acceptable documentation to initiate this process. In place of an electronic signature, an e-mail transmittal will be accepted.
2. Attach additional supporting documentation as necessary, including appropriate quote(s) received from qualified vendors. OEL may request additional justification, especially if the proposed purchase is of large quantity or amount.
3. Submit the completed request form in Word and attachments to PriorApprovalRequestOEL@oel.myflorida.com.

Retain clear supporting documentation for all costs associated with prior approval requests in order to establish that the expenditure:

- Meets the cost principles (is necessary and reasonable for proper and efficient performance and administration of the grant);
- Is authorized or not prohibited under federal, state, or local laws or regulations;
- Conforms to any limitations or exclusions set forth in the Uniform Guidance, federal laws, terms and conditions of the federal award, or other governing regulations as to types or amounts of cost items; and
- Is consistent with applicable policies, regulations and procedures.

OEL DISPOSITION

OEL will respond to submitted prior approval requests via email within five business days from the date all required information is received by OEL. If an initial submitted request form is incomplete, OEL will notify the requestor of additional information needed. OEL will notify the requestor if additional processing time is needed due to substantial research by the Office or where federal approval may be required.

An OEL authorized official will provide the final disposition (approved or declined) on the prior approval request form. OEL will return the completed request form to the coalition or other direct subrecipient via email. A completed form that includes the OEL disposition of approved constitutes prior written approval by OEL, and must be maintained by the coalition or other direct subrecipient as supporting documentation to evidence prior consent.

Prior approval by OEL is only applicable to funding that OEL provides directly to coalitions and other direct subrecipients.

Prior approval by OEL is based on the limited information submitted with the request as justification for the proposed expenditure or action. OEL may question or disallow the expenditure if it is not in accordance with the facts presented or OMB and HHS requirements. Factors that may be considered by a monitor or auditor include, but are not limited to the following:

- Inadequate documentation;
- Failure to follow internal (local), state, or federal policies or procedures;
- Expenditure is determined either not necessary, not reasonable, not allocable; or
- Non-compliance with applicable federal or state laws or regulations.

EFFECTIVE DATE

Issuance of this guidance represents approval by OEL management of the indicated procedures and related administrative forms. These procedures will be effective as of the date of this guidance.

Revised June 30, 2017; effective date July 1, 2017.

ATTACHMENTS

Attachment I - Annual Prior Approval Request Form

Attachment II - Individual Prior Approval Request Form

Attachment III - Prior Approval Reference Guide

If you have questions or concerns regarding the guidance provided here, please contact the OEL Financial Administration and Budget Services Office at 850-717-8683.

ATTACHMENT 12
Annual Prior Approval Request Form

Program Guidance 240.05 (Attachment I)
Prior Approval Procedures
Annual Prior Approval Request Form

Fiscal Year:

Request Date:

To: OEL Financial Administration and Budget Services

Requesting Entity:

Is this a request for retro-active approval? Yes No

If yes, enter action date:

OEL Use Only:

Approved

Declined

Disposition Date:

Administrative Requirements/Cost Items	Annual Approval Requested?	Proposed Funding Source	Estimated Total
Compensation - personnel services	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Direct costs	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Memberships, subscriptions, and professional activity costs	Yes <input type="checkbox"/> No <input type="checkbox"/>		
<i>Name and amount for each</i>			
<i>Name and amount for each</i>			
<i>Name and amount for each; add lines if needed</i>			
Participant support costs	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Pre-award costs	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Total			

Certification

PLEASE NOTE THAT TRANSMISSION OF THIS REQUEST FORM TO OEL INDICATES YOUR ACKNOWLEDGEMENT OF APPLICABLE PURCHASING POLICIES AND/OR PROCUREMENT STANDARDS FROM THE OMB UNIFORM GRANT GUIDANCE AND HHS REGULATIONS OR OTHER

PROGRAM GUIDELINES. TRANSMISSION OF THIS REQUEST FORM TO OEL ALSO INDICATES COMPLIANCE WITH THE ABOVE-MENTIONED STANDARDS.

Signature:

Date:

Name/Title:

Additional Information Attached:

Yes No

Notes

Prior approval by OEL is only applicable to funding that OEL provides directly to early learning coalitions and other direct subrecipients.

Prior approval by OEL is based on the limited information submitted with this request. In the event that the actual expenditure is not in accordance with the facts presented or OMB Uniform Grant Guidance and HHS regulatory requirements, the expenditure can still be questioned or disallowed. Factors affecting this include, but are not limited to:

- Inadequate documentation;
- Failure to follow internal (local), state, or federal policies;
- Expenditure is not necessary, allocable, and reasonable; or
- Failure to comply with applicable federal and state laws or regulations.

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ATTACHMENT 13

Individual Prior Approval Request Form

Program Guidance 240.05 (Attachment II)

Prior Approval Guidelines

Individual Prior Approval Request Form

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 requestor or \$5,000. It is also used for all other prior approval requests not authorized by the prior approval available for a specific period.

Request Date:

To: OEL Financial Administration and Budget Services

Requesting Entity:

Local Capitalization Threshold: \$

Prior Approval for:

Cost Item(s) Administrative Requirement(s)

Is this a request for retro-active approval? Yes No

If yes, enter action date:

OEL Use Only:

Approved

Declined

Disposition Date:

Narrative Summary:

[Provide sufficient description and other information here for the specific prior approval requested to allow the Office 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 OEL 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

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

Signature:

Date:

Name/Title:

Additional Information Attached:

Yes No

Notes

Prior approval by OEL is only applicable to funding that OEL provides directly to early learning coalitions and other direct subrecipients.

Prior approval by OEL is 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 Uniform Grant Guidance and HHS regulatory 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, allocable, and reasonable
- Failure to comply with applicable federal and state laws or regulations

ATTACHMENT 14

Prior Approval Reference Guide

Program Guidance 240.05 (Attachment III)

Prior Approval Guidelines

Prior Approval Reference Guide

Administrative Requirement/ Cost Item	Reference/Citation	Description	Is annual approval available?
Compensation – personal services	2 CFR §200.430(c), (i)(6) and (7); 45 CFR §75.430(c), (i)(6) and (7)	Alternative proposal for personnel expense documentation based on outcomes and milestones for program performance.	Yes
Compensation – fringe benefits	2 CFR §200.431(i)(2)(ii); 45 CFR §75.431(i)(2)(ii)	Costs of abnormal or mass severance pay.	No ¹
	2 CFR §200.431(i)(4); 45 CFR §75.431(i)(4)	Severance payments to foreign nationals employed by the non-federal entity outside the U.S., to the extent that the amount exceeds the customary or prevailing practices for the non-federal entity in the U.S.	No ¹
	2 CFR §200.431(i)(5); 45 CFR §75.431(i)(5)	Severance payments to foreign nationals employed by the non-federal entity outside the U.S. due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-federal entity in that country.	No ¹
	2 CFR §200.431(g)(6)(ii); 45 CFR §75.431 (g)(6)(ii),	Pension costs funded after the six month period (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded.	No ¹
	2 CFR §200.431(h)(2); 45 CFR §75.431(h)(2)	Post-Retirement Health Plans costs funded after the six month period (or a later period agreed to by the cognizant agency) are allowable in the year funded.	No ¹
Cost sharing or matching	2 CFR §200.306(c); 45 CFR §75.306(c)	Unrecovered indirect costs may be included as part of cost sharing or matching.	No ¹
Direct costs	2 CFR §200.413(c); 45 CFR §75.413(c)	Direct charging of administrative and clerical staff salaries based on our current use of OCAs to “direct charge.”	Yes

Administrative Requirement/ Cost Item	Reference/Citation	Description	Is annual approval available?
Equipment	2 CFR §200.313(a)(2); 45 CFR §75.320(c)	Encumber the title of property acquired under a federal award. This will be required only for assets with value greater than \$5,000, based on FDOE Green Book instructions provided at state level.	No ¹
	2 CFR §200.313(e); 45 CFR §75.320(e)	Instructions for disposition of equipment acquired under a federal award that is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency. This will be required only for assets with value greater than \$5,000, based on FDOE Green Book instructions provided at state level.	No ¹
Equipment and other capital expenditures	2 CFR §200.439(b)(1); 45 CFR §75.439(b)(1)	Direct charge capital expenditures for general purpose equipment, buildings and land.	No ¹
	2 CFR §200.439(b)(2); 45 CFR §75.439(b)(2)	Capital expenditures for special purpose equipment.	No ¹
	2 CFR §200.439(b)(3); 45 CFR §75.439(b)(3)	Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life.	No ¹
Exchange rates	2 CFR §200.440(a); 45 CFR §75.440(a)	Cost increases for fluctuations in exchange rates which results in the need for additional federal funding or significantly reduce the scope of the project.	No ¹
Fines, penalties, damages and other settlements	2 CFR §200.441; 45 CFR §75.441	Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations.	No ¹
Fixed amount awards	2 CFR § 200.201(b)(5); 45 CFR § 75.201 paragraph (b)(5)	Changes in principal investigator, project leader, project partner, or scope of effort.	No ¹
Fixed amount subawards	2 CFR §200.332; 45 CFR §75.353	Provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in 2 CFR §200.201 or 45 CFR §75.353.	No ¹
Fund raising and investment management costs	2 CFR §200.442(a); 45 CFR §75.442(a)	Fund raising costs for the purposes of meeting the federal program objectives.	No ¹
Goods or services for personal use	2 CFR §200.445(b); 45 CFR §75.445(b)	Direct costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.	No ¹
Insurance and indemnification	2 CFR §200.447(b)(2); 45 CFR §75.447(b)(2)	Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, federal government property.	No ¹

Administrative Requirement/ Cost Item	Reference/Citation	Description	Is annual approval available?
Intangible property	2 CFR §200.315(a); 45 CFR §75.315(a)	Encumber the title of property acquired under a federal award.	No ¹
Memberships, subscriptions, and professional activity costs	2 CFR §200.454(c); 45 CFR §75.454(c)	Costs of membership in any civic or community organization.	Yes
Organization costs	2 CFR §200.455; 45 CFR §75.455	Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization of an organization.	No ¹
Participant support costs	2 CFR §200.456; 45 CFR §75.456	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.	Yes
Pre-award costs	2 CFR §200.458; 45 CFR §75.458	Costs incurred prior to the effective date of the federal award directly pursuant to the negotiation and in anticipation of the federal award where such costs are necessary for efficient and timely performance of the scope of work.	Yes
Program income	2 CFR §200.307(e)(2); 45 CFR §75.307	Program income may be added to the award.	No ¹
	2 CFR § 200.307(e)(3); 45 CFR § 75.307	Program income may be used to meet the cost sharing or matching requirement of the federal award.	No ¹
Real property	2 CFR §200.311(b) and (c); 45 CFR §75.318(b) and (c)	Use of real property and disposition instructions for real property acquired or improved under a federal award when it is no longer needed for the originally authorized purpose.	No ¹
Rearrangement and reconversion costs	2 CFR §200.462(a); 45 CFR §75.462(a)	Direct cost for special arrangements and alterations costs incurred specifically for a federal award.	No ¹
Revision of budget and program plans	2 CFR § 200.308(c); 45 CFR § 75.308(c)	Listed program or budget-related changes.	No ¹
Selling and marketing costs	2 CFR § 200.467; 45 CFR § 75.467	Direct costs of selling and marketing any products or services when necessary for the performance of the federal award.	No ¹
Taxes (including Value Added Tax)	2 CFR § 200.470(c); 45 CFR § 75.470	Use of the foreign government value added tax refunds for approved activities under the federal award (where the federal award has not expired).	No ¹

Administrative Requirement/ Cost Item	Reference/Citation	Description	Is annual approval available?
Travel costs	2 CFR §200.474(a); 45 CFR §75.474(a)	Travel costs of governmental officials covered by 2 CFR §200.444 and 45 CFR §75.444 when specifically related to the federal award.	No ¹
	2 CFR §200.474(b)(2); 45 CFR §75.474(b)(2)	Travel costs for dependents of six months or more in duration.	No ¹

Note: ¹ Requires individual approval

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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**
- X. Reporting of matters related to recipient integrity and performance**

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 assures, through the duly appointed authorized 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 and matching) 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”) and of all related public, private funds and local resources received and expended for the state’s early learning programs will be subject to audits and monitoring by the Office as described BELOW:

A. Accounting and auditing requirements

1. During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, HHS, OEL or others as state or federal agencies designate may review operations of and records from the Contractor.
2. Any of the above-listed 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 federal and state program costs. Section 17.04, F.S., and 2 CFR §200, 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.
3. 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, 2 CFR §200 Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

B. Monitoring

1. **Monitoring activities.** The Office is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function and activity. Such monitoring activities may include, but are not limited to, onsite visits by OEL/ELC staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes OEL/ELC deems appropriate. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the HHS, the Florida DFS or the Florida Auditor General.
2. **Related party disclosures.** The Contractor 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*. In addition, the grantee shall comply with all applicable provisions of Chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(8), F.S.
3. **Internal controls – auditor documentation.** The Contractor shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The Contractor shall keep these work papers onsite as part of its financial records and shall provide a copy to OEL/ELC as part of the financial reporting package as instructed in section C.3. Report Submission, below.
4. **Internal controls – annual self-assessment.** The Contractor must perform an internal controls self-assessment using OEL’s annual Internal Control Questionnaire (ICQ) Survey Form. The Contractor shall provide a copy of the completed annual ICQ to ELC, as instructed below, by **August 31** of each grant award period unless ELC provides other written instructions.
 - 4.1. The annual ICQ will help the Contractor document that the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 CFR §200.303:
 - 4.1.1. The Contractor properly records and accounts for transactions.
 - 4.1.2. The Contractor executes transactions in compliance with laws, regulations and contract provisions.

- 4.1.3. The Contractor safeguards funds, property and other assets against loss due to unauthorized use or disposition.
- 4.1.4. Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- 4.2. OEL/ELC will provide the annual ICQ form in electronic format to the Contractor by **July 1** of each award period, unless OEL/ELC makes other arrangements.

C. Audits

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. A web site that provides links to several Federal Single Audit Act resources can be found at: Federal Single Audit Act Resources.

- 1.1. According to the Subpart F-Audits 45 CFR §75.501(a), non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).
- 1.2. The Office's Notice of Award indicates Federal resources awarded through the Office/ELC by this agreement. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Office/ELC. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements. The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant in accordance with OEL Program Guidance 440.10 – Match Reporting.
 - 1.2.1. The Contractor shall fully disclose in the audit report all questioned costs and liabilities due to OEL/ELC with reference to the OEL/ELC grant award(s), agreement(s) or contract(s) involved.
 - 1.2.2. The audit procedures and Single Audit reports must include OEL's/ELC'S annual financial and programmatic monitoring report results, as applicable.
- 1.3. The Contractor is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.
- 1.4. If the Contractor expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the Contractor still 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 ELC must pay the audit costs from resources obtained from non-federal and non-state entities).

2. State-funded

This part is applicable if the Contractor is a non-state entity as defined by s. 215.97(2), F.S. – The Florida Single Audit Act. Additional information regarding the Florida Single Audit Act can be found at: Florida Single Audit Act.

- 2.1. The Office's Notice of Award indicates State resources awarded through the Office/ELC by this agreement. In determining the State awards expended in its fiscal year, the Contractor shall consider all sources of State awards, including State resources received from the Office/ELC.
- 2.2. In the event the Contractor expends \$750,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted accordance with the Florida Single Audit Act; Florida Single Audit Act; Chapter 69I-5, F.A.C.; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 2.3. 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 the Office/ELC, 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.
- 2.4. If the Contractor expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the Contractor still 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).
- 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.
- 2.6. Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

3. Special Audit Testing Requirements

- 3.1. It is essential that the audit firm test the Contractor's monthly reconciliation of its financial records to the Single Statewide Information System (SSIS). The auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) that the Contractor staff performs this reconciliation monthly; (b) that the Contractor has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Contractor's financial records and the SSIS records were reconciled and in agreement as of the annual program year end (June 30th). Finally, a statement must be included to indicate the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by OEL/ELC staff upon request.
- 3.2. If such testing was not completed, or if these statements are missing from the annual audit report, the auditor's annual procedures will be considered incomplete/deficient and the Contractor will receive notice of such in the OIG's/ELC's annual Management Decision.
- 3.3. All funds administered by the Contractor must be included in the audit coverage. This includes funds that are provided to any auxiliary entity over which the Contractor exercises controlling influence, such as a foundation. For purposes of this Agreement, all foundations or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
- 3.4. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose and summarized financial data including total assets, liabilities, net assets, revenues, expenditures, and the entity's relationship to the Contractor's activities. The auditor may need to provide other disclosures and presentations (such as consolidated financial statements) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities such as FASB Statement of Position (SOP) 94-3.

4. Report submission

- 4.1. Copies of reporting packages (including any management letter issued by the auditor and the Contractor's written corrective action plan response(s)) for federal Single Audits required by Sections C.1. and C.2. above shall be submitted as required by 2 CFR §200.512, by or on behalf of the Contractor directly to each of the addresses indicated.
- 4.2. Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the **Coalition's Finance Manager** and the Office of Early Learning at the following address:
Office of Early Learning

Financial Management Systems Assurance Section (FMSAS)

Email – OEL.Questions@oel.myflorida.com

Website – OEL Share Point site:

OEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/2017-18
FMSAS/Annual Audit Report Files

- 4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of **30 days after receipt or nine months after the fiscal year's end of the audit period.**
- 4.4. Submit one paper copy by mail and one electronic copy of the financial reporting package to the **Coalition's Finance Manager** and the Auditor General's Office at the following address:
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
The Contractor shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the Contractor for the reporting package.
- 4.5. 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, written policies and training procedures 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 2018 is \$189,600** 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 this agreement.

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.

All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section, and by deadline specified in grant agreement

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, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.

- (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.)
16. Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).
17. Will not use federal funds awarded under this Agreement to be used for construction or the purchase of land.

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 shall, 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.

X . Reporting of Matters Related to Recipient Integrity and Performance

Unless exempt from these requirements per OMB guidance at 2 CFR Appendix XII, Part 200, the Contractor shall maintain current information reported to the System for Award Management (SAM) as described elsewhere in this contract. Portions of these data disclosures about civil, criminal or administrative proceedings are also made

available in the Federal Awardee Performance and Integrity Information System (FAPIIS) and OEL is required to review and consider this and other publicly available information to evaluate/review risk related to the Contractor's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), Requirements for pass-through entities.

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 X, above.

Printed Name and Title of Authorized Representative

Signature

Date

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**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 **August 31** of each award period, unless otherwise specified by OEL or the Coalition.

- | | |
|---|---|
| <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

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VII. Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2018/2019*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Revisions to the Early Learning Coalition of North Florida’s Anti-Fraud Plan for 2018/2019
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. Changed the fiscal year of the Plan and revision date. 2. Added “The due process procedures for providers are provided for in the contract between the ELC and the provider, pursuant to Rule 6M-4.610. F.A.C.” 3. Deleted the designation of staff (“Family Services Coordinator”) who will provide annual and new staff training. 4. Added that fraud can be reported by e-mail provided in parent packets. 5. Added the word “hotline” to phone number for reporting potential fraud. 6. Added that the Family Service Coordinators can provide monthly unscheduled reviews of staff work products. 7. Added more contact information for Project Compliance Specialist. 8. Changed “Director of Child Care Connection” to “Project Compliance Specialist” for updating information in the Fraud Referral System for appeals. <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 2018/2019, 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~~2018-2019

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Revised: 04/20/1706/18

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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 due process procedures for providers are provided for in the contract between the ELC and the provider, pursuant to Rule 6M-4.610, F.A.C.*

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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 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 Director
- Grants and Operations Manager
- Early Literacy Coordinator
- Finance Manager
- Reimbursements Manager
- Reimbursements Coordinator
- Reimbursement Specialists
- Education Specialists
- VPK Manager
- VPK Coordinator
- VPK Specialists
- 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

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- 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 and/or email 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 with in ten (10) calendar days.

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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 hotline phone number to report potential fraud for parents, providers, and general public

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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 Family Service Coordinators, Director of Family and Provider Services, and the Training Manager.

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- 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/ECS 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. – 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

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Due Process Provisions for Termination or Suspension of School Readiness or Voluntary Prekindergarten Benefits

The 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 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 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 Project Compliance Specialist is the coalitions designated administrator for the Office of Early Learning's *Fraud Referral System*. Contact information:

Jaclyn Cariveau;
Early Learning Coalition of North Florida / Episcopal Children's Services
jcariveau@ecs4kids.org
904-726-1500 ext. 206

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At the point when potential fraud has been communicated to the recipient, the 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 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~~ Project Compliance Specialist will update the referral information in the *Fraud Referral System* as appeal decisions are made throughout the appeal process.

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Related Policies:
Grievance Policy

**VIII. Approval of 2017-19 School Readiness Plan
Amendment***

ACTION ITEM

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2017-19 School Readiness Plan Amendment #15
Reason for Recommended Action	<p>The following item was revised to update regulations:</p> <ul style="list-style-type: none"> • Attachment I I ECS SRAD01 IT Policy 041718 (Added instructions regarding encrypting confidential data sent to external agencies and encouraging internal users to post to the OEL state-secured share point.) <p>The following items are OEL-required annual updates:</p> <ul style="list-style-type: none"> • Attachment II E ELC Sliding Fee Scale for Parent Co-Payment Form eff 070118 • Attachment V A ELC 1819 ECS Monitoring Plan narrative 030718- showing edits • Attachment V A ELC 1819 Monitoring Schedule 030718 <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 regarding sub-recipient I.T. policies. • The Coalition would not have a Parent Sliding Fee Scale effective 07/01/18. • The Coalition’s School Readiness Plan would not be in compliance with OEL requirements regarding monitoring plan/schedule of sub-recipient.
How the Action will be accomplished	Board Approval, then OEL Approval.



SRAD01 Information Technology Policy

SUMMARY

This manual includes practices, policies and procedures approved by Episcopal Children's Services. Standards, policies and procedures contained in this document supersede any and all previous ECS IT Policies and Procedures Manual versions. Policies, rules, and procedures contained herein should be followed in a manner consistent with federal and State of Florida statutes and regulations. This policy implements Office's Information Systems Security Program, establishing responsibilities and operating policies ensuring an adequate level of information security for all information collected, created, processed, transmitted, stored or disseminated on Office information systems. All Office employees, contract employees, vendors and others who do official business with Office are expected to comply with the provisions of this policy.

REFERENCES:

- A. Chapter 282, Florida Statutes; Communications and Data Processing.
- B. Section 815, Florida Statutes
- C. Rule 71A-1, Florida Administrative Code
- D. OEL Program Guidance 101.02, Records Confidentiality
- E. OEL Program Guidance 300.01 OEL IT Policy Manual

Definitions:

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

Confidential: As used in this guidance, the term "confidential" refers to entire record systems, specific records or individually identifiable data that by law are not subject to public disclosure under Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes (F.S.) When applicable, confidentiality covers all documents, papers, computer files, letters and all other notations of records or data that are designed by law

as confidential. Further, the term confidential also covers the verbal conveyance of data or information that is confidential.

These confidential records may include but not be limited to, social security numbers, parent and child information, payments, childcare providers, household demographics and resource and referrals, which are private and confidential and may not be disclosed to others.

Personally Identifiable Information (PII): PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, Web sites, and university listings. This type of information is considered Public PII and includes for example, first and last name, address, work telephone number, and general educational credentials.

The definition of PII is not anchored to any single category of information of technology. Rather, **it requires a case-by-case assessment** of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual. [2 CFR Part 200.79]

Protected Personally Identifiable Information (Protected PII or PPII): Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal medical and financial record and education transcripts. This definition does not include PII that is required by law to be disclosed.

Security Incident - Any activity that is a threat to the availability, integrity, or confidentiality of the Office's information resources, or any action that is in violation of this policy or it's implementing administrative orders.

To ensure client confidentiality, accurate financial records and the integrity of our data, all ECS staff will adhere to the following policy:

Confidentiality / Non-disclosure

All staff will sign and date confidentiality – non-disclosure statement (aka Data Access FPSR-IM-LD03-04 and the Security Agreement Form or other form approved by OEL) at the beginning of their employment or within 7 days of the first day an employee has access to confidential and/or data systems and annually after that. This is also a requirement set forth by the ELC Grant Agreement - Records Confidentiality Compliance.

1. No staff shall disclose their username, password or other information needed to access the Systems to any party, nor shall they give any other individual access to this information.
2. If any staff member should become aware that any other individual, other than an authorized employee, may have obtained or has obtained access to their username, password or other information need to access the Systems, they shall immediately notify their supervisor and/or the System Administrator/Security officer.
3. Staff shall not share with anyone any other information regarding access to the Systems unless they are specifically authorized by the Coalition and or Florida's Office of Early Learning.
4. Staff shall not access or request access to any social security numbers or other confidential information unless such access is necessary for the performance of their official duties.
5. Staff shall not disclose any individual record data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.
6. Staff shall retain the confidential data only for that period of time necessary to perform their duties. Thereafter, ECS staff shall either arrange for the retention of such information consistent with both the Federal and State record retention requirements or delete or destroy such data.
7. Before a staff person requests personally identifiable information (PII) from a client, they must state that all information provided will remain confidential.
8. Staff shall either been trained in the proper use and handling of confidential data or have received written standards and instructions in the handling of confidential data from the Coalition and/or the

Office of Early Learning before being responsible for the handling of such information. ECS will comply with all the confidential safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of their username and password; b) securing computer equipment, disk, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

9. Violation any of the confidentiality provisions set forth in the written standards, training, and/or instructions, their user privileges will be immediately suspended or terminated. Additionally, applicable state law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. All staff will be instructed that if they violate the provisions of the law, they may receive one or more of these penalties. If any staff suspects a security incident may have occurred, they shall immediately notify their supervisor and/or the System Administrator/Security officer, documenting all relevant information, and must fully cooperate and assist with resolution of the incident as requested.

~~10.~~ Staff will not use non-secure fax or non-secure e-mail to send confidential information, including a parent or child's full name, social security number or address to others.

~~10-11.~~ Staff must encrypt emails or documents that contain confidential information as outlined in Electronic Transmission Section

~~11-12.~~ Staff will not discuss confidential data, including a parent or child's full name, social security number or address, over a cellular telephone.

~~12-13.~~ ECS's IT department will maintain audit trails to provide accountability for all accesses to confidential and exempt information and software.

~~13-14.~~ ECS's IT department will maintain audit trails for all changes to automated security or access such as removal of access privileges, computer accounts and authentication tokens.

~~14-15.~~ ECS staff are required to return any office information resources including property and data once it is no longer required for the performance of their job duties or upon termination of employment.

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~~15-16.~~ If staff should have any questions concerning the handling or disclosure of confidential information, they should immediately ask their supervisor and be guided by his/her response.

Protocol for End of Employment:

When an employee leaves employment at ECS the following steps will be taken to maintain information technology and physical security and to insure that all employee records are maintained in a timely manner.

1. Whenever possible the employee will meet with a representative from Human Resources at the end of employment with ECS for an exit interview. At this interview the Human Resources representative will collect ECS property in the employee's possession including keys to buildings and filing cabinets where appropriate.
2. If it is not possible for the employee to meet with Human Resources the employee will meet with their supervisor and the property will be collected by the supervisor.
3. The supervisor will then immediately call Human Resources to let them know that the meeting has taken place.
4. The employee will complete and sign the Employee Separation Checklist attesting to that all equipment and access has been surrendered to ECS.
5. Upon receiving notice of the termination of employment or at the conclusion of the exit interview, Human Resources will send an e-mail to the internal ECS e-mail group called, "Staffing Requests" to inform them that the employee is no longer with ECS. The group "Staffing Requests" includes members of Information Technology, Administrative Staff, Payroll and the Human Resources Department.
6. The Information Technology Department will remove the former employee's access to all servers upon receipt of the e-mail.
7. The Administrative Staff assigned to this task will disable the employee's security code that allows entrance into the ECS Headquarters.
8. In any cases of unfriendly terminations, the supervisor or a representative from HR will accompany the employee to their work area and observe them while the employee gathers their personal belongings. The supervisor or HR staff will then escort the employee out of the building.

Data Integrity

1. ECS has developed a quality assurance tool comprehensively assesses the performance level of each Family Service Specialist. Each month files assigned to each Family Service Specialist are monitored and information contained in the physical file is compared to the information entered into our data base.

2. This identifies areas where additional training may be required including use of EFS, SPE/UWL. The Family Service Coordinator is then responsible for providing one on one training as needed to ensure that families and providers receive quality services.
3. Reimbursement files are monitored on a regular basis with the Provider Services Manager reviewing and addressing the findings. Staff trainings are based on these findings.
4. Additionally, topics related to IT security and the proper usage of EFS, SPE/UWL are often discussed in our monthly staff meetings.

Reporting Breaches in Security or Security Incidents:

In the event of a breach of security involving School Readiness or VPK records, the ELC of North Florida will be informed immediately upon discovery of the breach and the ELC of North Florida will inform OEL of the breach within 24 hours of its discovery. When reporting the following items must be included:

1. The nature of the unauthorized use or disclosure.
2. The confidential information used or disclosed.
3. Who made the unauthorized use or received the unauthorized disclosure.
4. What the ECS has done or shall do to mitigate any harmful impact of the unauthorized use or disclosure.
5. What corrective action ECS has taken or shall take to prevent similar future unauthorized use or disclosure incidents.

Communications Use Policy:

This policy addresses all facets of communications. It is intended to protect the property of Episcopal Children's Services, Inc., which includes, but is not limited to, hardware, software, and data/information. Every piece of communication hardware has an intended user(s), and no person should operate any communication tool not intended for his or her use. All forms of communication are the sole property of Episcopal Children's Services, Inc., as work product, and are not to be thought of as private or confidential. Episcopal Children's Services, Inc. reserves the right to monitor all forms of communication for the Agency. For clarification of any portion of this policy, please contact the Network Administrator or Human Resources Department.

Agency Telephones:

Episcopal Children's Services, Inc. telephone lines and voice mail are installed for the purpose of conducting business. To keep the lines as free as possible, restrict personal calls to an absolute minimum. Friends and family should not call the Episcopal Children's Services, Inc. office unless absolutely necessary. Employees may direct dial on personal long distance telephone calls only if a personal calling credit card is used. No call received by, or made from, an Agency phone is considered private or confidential and Episcopal Children's Services, Inc. reserves the right to monitor all facets of telephone activity including voicemail.

Agency Cellular Phones:

Episcopal Children's Services, Inc. may provide cellular phones to certain employees for the purposes of business use. Calls made from or received by any employees' phone are not to exceed the necessary time to conduct business. Friends and family of the employee should only call the Agency cellular phone in an emergency. If a phone/accessory is lost or stolen, it must be reported immediately to the cellular service provider and the employee in charge of managing the cellular service. The use of any cellular phone by any person other than the intended user is strictly prohibited. It is the responsibility of each user to understand and be informed of the rate plan and monitor minutes used. Cellular bills will be monitored on a regular basis and users will be notified of changes made. Charges incurred through non-work related ECS cellular phone usage may be the responsibility of the employee.

No call received by, or made from, an ECS cellular phone is considered private or confidential and Episcopal Children's Services, Inc. reserves the right to monitor all facets of ECS cellular phone activity including voicemail.

Agency Computer Use:

Episcopal Children's Services, Inc. provides computers to certain employees for business use. No computer activity is considered private or confidential and Episcopal Children's Services, Inc. reserves the right to monitor all facets of computer activity. Employees should be aware of the following:

- a) Each computer has designated users. Only designated users may sign onto their specific workstation in the Agency.
- b) Monitors are to be positioned away from public view. If necessary install privacy screen filters or other physical barriers to public viewing.
- c) The deletion of any file, e-mail, folder, or data from the Network is strictly prohibited without the approval of Episcopal Children's Services, Inc. and the Network Administrator.
- d) No user shall, under any circumstance, attempt to disassemble or repair any piece of hardware owned by Episcopal Children's

- Services, Inc. All suspected hardware issues should be reported immediately to the Network Administrator.
- e) No user shall, under any circumstance, install, uninstall or download any program(s) to the computer assigned to them. All issues regarding software should be reported immediately to the Network Administrator.
 - f) Speakers and other audio equipment used during business hours are intended for personal use only. Any music, sound, etc. should be kept at a reasonable level acceptable to surrounding coworkers. Music may only be played from a CD or disk on the computer. Internet radio services are strongly prohibited due to the strain on Agency bandwidth.
 - g) Only authorized passwords are permitted. The use of automatic logon at any workstation is strictly prohibited.
 - h) Passwords used for accessing the ECS network must contain at least eight characters and must contain a combination of letters, numbers, and special characters.
 - i) Passwords used for accessing the ECS network will be updated every 60 days.
 - j) Passwords cannot be changed back to previously used passwords until 6 changes later.
 - k) Friends, family and coworkers are strictly prohibited from using any computer not designated for their use. Consequences for neglect of the above policy will fall solely on the user of the workstation in question.
 - l) Passwords shall not be stored in written form (e.g. sticky notes) except if secured in an approved locked area.
 - m) Passwords should not:
 - a. Be a dictionary word in any language
 - b. Contain any proper noun or the name of any person, pet, child, or fictional character.
 - c. Contain any associate serial number, Social Security Number, birth date, telephone number, or any information that could be readily guessed by the creator of the password.
 - d. Contain any simple pattern of letters or numbers, such as "xyz123".
 - e. Share more than three (3) sequential characters in common with a previous password (i.e., do not simply increment the number on the same password, such as fido1, fido2, etc.)
 - f. Be set as a null string or blank password.
 - g. Be too difficult to remember and must be able to be typed quickly.

Agency E-mail:

Episcopal Children's Services, Inc. provides an e-mail system for employees' business use and encourages the use of electronic information as an essential business tool for efficient communication. However, anything written or sent by an employee may be obtained under subpoena and used in a court of law against the organization, our clients/partners or the employee. Therefore, employees are responsible for the appropriate business use of the e-mail system and, as such, this policy should be read in conjunction with other policies including, but not limited to, those regarding confidentiality, non-solicitation and harassment. Employees should be aware of the following:

- a) The Agency's e-mail system is the sole property of Episcopal Children's Services, Inc. and is provided solely for business use.
- b) Episcopal Children's Services, Inc. has the right to review e-mail messages at its sole discretion. Therefore, e-mail messages are not to be considered private, despite any contrary designation either by the sender or the recipient. Employees should have no expectation of privacy in their e-mail messages.
- c) The use of the e-mail's delete function does not completely destroy the targeted e-mail message and such message may be stored in the system and retrievable at a later date by the Agency.
- d) Employees are not permitted under any circumstance to share network passwords, provide e-mail access to any unauthorized persons, or gain access to another employee's e-mail without authorization.
- e) Harassing, discriminatory, offensive, hostile, suggestive, defamatory or otherwise inappropriate language or content is strictly prohibited.
- f) Employees are specifically warned that attachments to e-mail messages, such as pictures and other graphics files are also subject to this e-mail policy.
- g) All e-mails are subject to screening through anti-virus protection software and users are prohibited from changing the settings of their individual workstations' anti-virus program(s). Spam, chain mail, and junk mail shall be deleted without forwarding.
- h) The inclusion of any graphic, background image, etc. to any e-mail message intended to be aesthetically pleasing is strictly prohibited for bandwidth and storage reasons.
- i) The community distribution lists titled 'ECS Everyone' and 'Central Staff' – as well as any others added after the creation of this policy – are intended only for business e-mails and only concerning the majority of members contained in said distribution lists. Consult your network administrator for further details or a list of members.
- j) The forwarding of e-mails is intended as a business information tool. Forwarding unsolicited or personal e-mails is strictly prohibited.

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- k) E-mail use is intended only for the user(s) of the machine accessing the network. Consequences for friends, family and co-workers accessing e-mail against the above policy will fall solely on the user of the workstation.
- l) The deletion of any file, e-mail, folder, or data from the Network is strictly prohibited without the approval of Episcopal Children's Services, Inc. and the Network Administrator.

Electronic Transmission

ECS must safeguard private and confidential data such as names, addresses, social security numbers, and employer numbers. Unencrypted transfer of private and confidential by email or mobile devices is prohibited. It is strongly encouraged to transfer documents via ECS's internal or Office of Early Learning Sharepoint site. Secure transfer of documentation with community partners and agencies is mandatory.

Examples of secure transfer of confidential data are limited to the following:

1. Encryption of a file with an encryption program
2. Encryption of electronic mail (Email) utilizing encryption procedures
3. Fax to secure machines in a secure location
4. Agency use of a Security Firewall
5. Use abbreviated name ie: An%Smi% (not full names or social security numbers).

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Agency Internet Use:

Episcopal Children's Services, Inc. provides Internet access to certain employees. Only employees provided with Internet access may browse the Internet on Agency computers. Internet communications are subject to the same requirements and restrictions that apply to e-mail messages as set forth in the organizations e-mail policy. Employees using Internet access should be aware of the following:

- a) Episcopal Children's Services, Inc. reserves the right to monitor Internet usage at its sole discretion. Therefore, Internet usage is not to be considered private, despite any contrary designation.
- b) Internet access should be utilized for business purposes only.
- c) Employees may not establish internal or external connections that could allow unauthorized persons to gain access to the Episcopal Children's Services, Inc. computer systems.
- d) No files may be posted to the Internet without proper authorization. The posting of information that does not reflect the standards and

policies of the Agency is strictly prohibited. Accessing, downloading, storing or forwarding pornography or other offensive material will subject the user to discipline up to, and including, termination. Confidential or proprietary information may only be posted to the Internet with the approval of Episcopal Children's Services, Inc. and the Network Administrator. The posting of material that is subject to copyright protection may be posted only with permission of the copyright holder.

- e) No files may be downloaded unless specifically approved in advance by Episcopal Children's Services, Inc. and the Network Administrator.
- f) No software may be installed, uninstalled or downloaded from Episcopal Children's Services, Inc. computers without permission from the Network Administrator.
- g) Websites and Internet services such as online radio, file sharing and instant messaging are prohibited to reserve bandwidth space for business use.
- h) Internet use is intended only for the user(s) of the machine accessing the Internet. Consequences for friends, family and co-workers accessing the Internet against the above policy will fall solely on the user of the workstation.
- i) Unacceptable use of the Internet by employees includes, but is not limited to:
 - a. Sending or posting comments about coworkers or supervisors or the employer that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the employer's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristics.
 - b. Passing off personal views as representing those of the organization.

Levels of Access in EFS

Only staff members who have signed the confidentiality / non-disclosure statements will be given access to EFS or the UWL/SPE databases. Levels of access will be limited to those essential for the performance of job duties. Levels of access will be revised or terminated as needed, such as when an employee is terminated or access needs change due to a change in job duties. Only the program administrator will have access to all EFS functions. No other staff person will have the ability to both process provider payments and create or update eligibility files.

Security Training & Awareness

New hire orientation & the employee handbook will address all security measures appropriate to the job. Additionally, training will continue on an ongoing basis as needed, through staff meetings, memos, and other means appropriate. Based on OEL Protocol 5.02.III.C.4, training will specifically include the following:

1. Training during Orientation on ECS IT policy
2. Acceptable use of IT resources and procedures:
3. E-mail use
4. Workstation security
5. EFS – ELC/ECS procedures

Access Control

Access to information resources shall be limited to those that need them to perform their job duties. Any ECS password chosen by staff to be used to access the ECS network must be different from all other passwords that staff may use for any other purpose. Based on OEL Protocol 5.02.III.C.11, Access Control specifically includes the following:

1. Network access has been restricted based on a need to know basis and user logons.
2. A user's ability to access resources above and beyond their job capacity is restricted.
3. Accounts are only maintained for eligible employees.
4. 15 minute inactivity timeouts are implemented.

Monitoring Adequacy of System Hardware, Performance and Capacity Related Issues.

ECS will monitor the adequacy of system hardware, performance and capacity related issues by:

1. Use of ECS IT Help Desk for all staff to report any hardware, performance and capacity issues to the IT department. The IT department will respond and resolve any issues reported to them based on the seriousness of the issue. Most issues will be resolved within one week and many will be resolved that same day.
2. Staff are required to report to their supervisor immediately should they note any damage to equipment. The supervisor will immediately report the damage to the IT department via the Help Desk.
3. The Use of an asset monitoring software which monitors networked devices for issues pertaining to limited ram, storage space, software installations, printer issues (i.e low toner, paper jams) and then notifies IT staff of any potential issues for these devices via email.

Physical Safeguards of Confidential Information Resources

ECS complies with the [OEL IT Security Policy 5.05.01.17](#), Physical and Environmental Security. The following are precautions that ECS currently has in place to ensure the physical protection of confidential information resources.

Field Code Changed

- The network server room is automatically locked at all times unless an IT staff person is physically in the server room. The IT staff is charged with possession of the key fob to the server room.
- Smoke detectors are in the server room and throughout the building.
- The server room's temperature is monitored and should never exceed 66 degrees. Should the temperature exceed this temperature a warning alarm system is in place to notify the IT department.
- ECS possesses a back-up power supply that would be used to keep the servers running in the event of a power failure for a limited time.

Identification & Authentication

Access to information systems shall only be granted to identified & authenticated users. Based on OEL Protocol 5.02.III.C.12, Identification and Authentication specifically includes the following:

1. Individual user accounts are created for staff, temporary workers and any other authorized personal. File and folder access is granted based on the aforementioned OEL Protocols 5.02.III.C.11 and 12. Intruder lockout features are used.
2. Lockout features are set to mitigate brute-force based attacks.

Personnel Security

Access to confidential or classified information is limited to only those persons who have had level II background screenings completed as deemed appropriate. Based on OEL Protocol 5.02.III.C.16, Personnel Security specifically includes the following:

1. All staff before employment will complete a drug test and background investigations.
2. Individual user accounts are created for staff, temporary workers and any other authorized personal.
3. A security agreement is completed for each individual login ID for access to EFS/ELC network.
4. A user's ability to access resources above and beyond their job capacity is restricted.
5. Staff upon employment receive ELC's Employee Handbook
6. An exit employment meeting is conducted with HR management to ensure all equipment is returned before their employment end date.
7. All user accounts are removed or inactivated from ECS network immediately upon ending employment.

8. If an employee is terminated unexpectedly then all equipment is collected and user accounts are removed or inactivated from EFS/ELC network immediately.
9. Staff upon employment and annually complete the Data Access FPSR-IM-LD03-04 and the Security Agreement Form.
10. Staff upon employment receives the Communication Use Policy.

Mobile Computing - Security

Mobile devices including, but not limited to laptops, PDA's, smart phones, tablets and external hard drives/flash drives, shall not contain confidential data unless the device is fully encrypted and password protected to the standards of ECS's password policy. Any mobile data storage must be approved for use by the Network Administrator before storing any confidential data. If a personal phone or other wireless device which is used to access ECS email becomes stolen or lost, the IT Manager shall be notified immediately so that a remote wipe may occur. Based on OEL Protocol 5.02.III.C.22, Mobile Computing specifically includes the following:

1. Mobile computing devices are strictly controlled by the ECS.
2. Such devices are limited in use and are only serving in the capacity of an access agent to the primary network.
3. In the event of the loss or theft of a laptop, no information would be present on the device.
4. In the event of a loss or theft of a user's BlackBerry or other mobile device, administration will perform a "remote wipe" of the device clearing it of any information and disabling its functionality.

Mobile Computing - Administration

Inventory sheets will be maintained for all ECS mobile devices that identify the location and person in possession of mobile devices. If a device leaves the organization for repair or maintenance the log the location of the device will be tracked. See Employee Handbook and Communications Use Policy.

Remote Access

Security controls are implemented to mitigate the increased risks posed by allowing remote access to the ECS Network. Security controls include user authentication through secure VPN connection, guarded by a firewall and Windows authentication, as well as user rights limitations for shared files and folders as deemed necessary per user. Anti-spyware and -virus software is used as protection from Trojans and other software that may attempt to steal information. Access log are reviewed twice a month o to look for any brute force attacks on the VPN. The reviews are documented, along with the

recording of any suspicious activity and subsequent investigations. Based on OEL Protocol 5.02.III.C25, Remote Access specifically includes the following:

1. Remote access is provided to a limited number of staff. This access is granted via a Windows VPN connection to the Central office. Authentication and access is handled through the domain controller's Active Directory.
2. Access to the ECS internal network is also secured by SonicWALL NSA firewall at the perimeter of the network. This firewall performs multiple network and security functions including a deep packet inspection, IPSec, intrusion prevention and Web content filtering. The firewall is maintained and configured by expert security contractors at Huff Technologies.
3. The network is further protected from spam and viruses by third party filtering by Huff Technologies. All suspected e-mail is quarantined and the user is notified of items in their quarantine daily at noon. These services provide comprehensive protection against a wide range of email threats using a combination of proven spam filters, leading anti-virus engines, fraud protection, content filtering, and email attack protection. If a message is deemed legitimate, the end user can release the e-mail from quarantine. Any attachments that are listed as suspect are removed.
4. In addition, the coalition is protected against email information loss and business disruption during planned or unplanned outages by access to a Web-based email console. During an outage, all inbound and outbound mail continues to be filtered by Huff Technologies to protect the coalition from threats. Once connectivity has been restored, all outage-period email activity is intelligently synchronized with the coalition's primary system.

Database Security

Information remains consistent, complete & accurate through the continual implementation of & compliance with all contract requirements, policies, and procedures set forth by OEL, ELCs, Head Start, and other grants.

Based on OEL Protocol 5.02.III.C.30, Database Security specifically includes the following:

1. Database access is granted to users via the application level only.
2. Changes at the database level are permitted by the database administrator only.
3. Application controls are used to ensure proper access to information within applications based on the responsibility of the staff member.

Media Management

All media is handled, stored & disposed of properly in compliance with all contract requirements, policies, and procedures set forth by OEL, ELCs, Head Start, and other grants in order to protect confidential data. Media removed

from service shall be erased (NSA 7 pass algorithm) and destroyed by the Network Administrator. Based on OEL Protocol 5.02.III.C.31, Media Management specifically includes the following:

1. Paper copies are stored in lockable file cabinets with restricted access.
2. Archived files are stored at ACCESS in secure facility.
3. It is ECS's policy to shred any unneeded documents containing secure information.
4. Digital copies are stored on disk systems only. Removable media is not permitted as a storage device for coalition data. This reduces the risk of unauthorized disclosure and damage.
5. All digital data is stored on the server in a secured, climate controlled area.

Password Management

ECS protects access to its information sources by ensuring that all passwords used for authentication are properly assigned & protected. Passwords are changed immediately if property is lost or stolen. Based on OEL Protocols 5.02.III.C.16 and 32, Password Management specifically includes the following:

1. Account passwords are stored in a non-reversible encrypted database with complexity requirements enforced.
2. Passwords used for accessing the ECS network must contain at least eight characters and must contain a combination of letters, numbers, and special characters.
3. Passwords will be reset at least every 60 days.
4. Passwords cannot be reused for at least six (6) changes.

Server Back-ups

All servers are backed-up hourly. These incremental backups are transferred via secure, encrypted connection to off-site data storage. Monthly backups are kept for minimum of 5 years.

Data Recovery

We will work with all available resources including software vendors and consultants if needed to restore data should it be lost and back-up unavailable for whatever the reason. Additional information on Data Recovery can be found in the ECS Coop Plan, which meets all requirements set forth in OEL Protocol 5.02.III.C.10.

Antivirus

This protocol applies to all servers and workstations, as well as any computers used for remote access. Every server or computer that contains OEL data or conducts any form of OEL business will run antivirus software that is updated on a regular basis. All OEL data will be protected by antivirus software which scans documents, attachments, emails, and internet sites. Email systems will automatically scan attachments and downloads before they are opened. All laptops and workstations, including those used for telecommuting (working from home) will have current antivirus software loaded.

- a) All portable media (e.g., flash drives, CDs, storage devices) are scanned for viruses before use on computers.
- b) ECS shall purchase/install antivirus software on all workstations, including laptops used for telecommuting.
- c) Staff must
 - Never install software on computers without permission from the IT Manager.
 - Never download files from unknown or suspicious sources.
 - Delete spam, chain, and other junk email without forwarding.
 - Never unload or disable antivirus software for any reason without specific instruction from the Information Systems Security Officer/ IT Manager

Additional Security Policies and Procedures may be found in the ECS Employee Handbook, the Fiscal Policies & Procedures Manual, and the ECS COOP Plan. Each department of ECS is responsible for implementing additional security policies & procedures that fit their needs.

Changes/Revisions:

Date of Change/Revision	Person making change/revision	Change/Revision
12/29/09	Teresa Matheny	Added the word e-mail to the Computer Use Policy, (c).
4/7/10	L Serlo	Updated measures for data security based on OEL training March 2010.
11/19/10	Teresa Matheny	Updated personnel security section to include specifically the Level II screening
11/19/10	Teresa Matheny	Added wording to Mobile Computing to address the inventory process.
9/20/11	L. Serlo	Updated from 120 to 60 the amount of

		days in which passwords will be reset; passwords must be 8 characters long instead of 6; added that passwords can't be changed back to old passwords until 3 changes later
10/14/11	L Serlo	Added the requirement to date signatures on the confidentiality-non-disclosure statement & that signatures must be attained within 7 days of the first day the employee has access to the Coalition's data systems.
11/3/11	L Serlo	Realized that I hadn't changed all the references of password length of 8 from 6 so I did that.
11/8/11	L Serlo	Added reference to SRAD10 & SRAD15.
12/13/11	E VanTassel	Added information under "Mobile Computing – Security." Updated "Password Management" to reflect 60 day expiration. Updated "Server Backups" section to reflect current backup strategy. Clarified media erasure in "Media Management" section. Added #12 regarding use of Cell phones for confidential data.
12/13/11	L Serlo	Confidentiality/Nondisclosure: Bullet 1 – added access to confidential info and/or data systems Bullet 8 – revised statement regarding confidentiality to current OEL requirements Data Integrity: Bullets 3 & 4 – updated monthly to regular (3) and added IT security to (4) Agency Computer Use: Added l) and m) based on AWI Protocol Agency Email: Added l) Agency Internet Use: Added i)
1/20/12	L Serlo	Confidentiality/Nondisclosure: Bullet 10 – Added the last sentence of paragraph. Mobile Computing – Admin: Clarified that inventory sheets will be maintained for all <u>ECS</u> mobile

		devices
2/24/12	H Hodges	Agency Internet Use i)a and b: updated language per legal consultation
7/24/12	L Serlo	Added 2 nd sentence under Agency Email g) Added paragraph specifically addressing Antivirus
12/20/12	L Serlo	Added all language from SRAD15 and SRAD10 to SRAD01, thereby eliminating SRAD15 and SRAD10 by combining them into SRAD01
12.17.14	B Spangler	Changed logo and updated AWI to OEL throughout the policy
11/17/15	T. Matheny	Corrections based on OEL guidance throughout policy
11/10/16	A. Miller Sackman	Corrections based on OEL guidance under Password Management and Agency Computer Use sections.
11/18/16	A. Miller Sackman	Added the new file wall name and removed the old firewall. Removed 5.05.02 and added 300.01 to the reference name of the OEL Program Guidance IT Policy Manual
	<u>A. Miller Sackman</u>	<u>Added section on Electronic Transmission of confidential/sensitive documentation including email and document encryption (From OEL Guidance IT Policy Manual)</u>

Sliding Fee Scale for ELC of North Florida Coalition
 Effective date July 1, 2018

Florida's Office of Early Learning
 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	6,070	8,230	10,390	12,550	14,710	16,870	19,030	21,190	23,350	25,510	27,670	29,830	31,990	34,150	36,310
1.60	0.80	75%FPL	6,071	8,231	10,391	12,551	14,711	16,871	19,031	21,191	23,351	25,511	27,671	29,831	31,991	34,151	36,311
			9,105	12,345	15,585	18,825	22,065	25,305	28,545	31,785	35,025	38,265	41,505	44,745	47,985	51,225	54,465
2.40	1.20		9,106	12,346	15,586	18,826	22,066	25,306	28,546	31,786	35,026	38,266	41,506	44,746	47,986	51,226	54,466
			12,139	16,459	20,779	25,099	29,419	33,739	38,059	42,379	46,699	51,019	55,339	59,659	63,979	68,299	72,619
3.20	1.60	FPL	12,140	16,460	20,780	25,100	29,420	33,740	38,060	42,380	46,700	51,020	55,340	59,660	63,980	68,300	72,620
			14,164	19,204	24,244	29,284	34,324	39,364	44,405	49,445	54,485	59,525	64,565	69,605	74,645	79,686	84,726
4.00	2.00	85% SMI	14,165	19,205	24,245	29,285	34,325	39,365	44,406	49,446	54,486	59,526	64,566	69,606	74,646	79,687	84,727
			16,187	21,948	27,708	33,468	39,229	44,989	50,749	56,509	62,270	68,030	73,790	79,551	85,311	91,071	96,832
4.80	2.40	85% SMI	16,188	21,949	27,709	33,469	39,230	44,990	50,750	56,510	62,271	68,031	73,791	79,552	85,312	91,072	96,833
		150%FPL	18,210	24,690	31,170	37,650	44,130	50,610	57,090	63,570	70,050	76,530	83,010	89,490	95,970	102,450	108,930
5.60	2.80	85% SMI	18,211	24,691	31,171	37,651	44,131	50,611	57,091	63,571	70,051	76,531	83,011	89,491	95,971	102,451	108,931
			18,918	25,650	32,381	39,113	45,845	52,577	59,309	66,041	72,773	79,504	86,236	92,968	99,700	106,432	113,164
6.40	3.20		18,919	25,651	32,382	39,114	45,846	52,578	59,310	66,042	72,774	79,505	86,237	92,969	99,701	106,433	113,165
			19,626	26,609	33,593	40,577	47,560	54,544	61,528	68,512	75,495	82,479	89,463	96,446	103,430	110,414	117,397
7.20	3.60	85% SMI	19,627	26,610	33,594	40,578	47,561	54,545	61,529	68,513	75,496	82,480	89,464	96,447	103,431	110,415	117,398
			20,333	27,569	34,804	42,040	49,276	56,511	63,747	70,982	78,218	85,453	92,689	99,925	107,160	114,396	121,631
8.00	4.00		20,334	27,570	34,805	42,041	49,277	56,512	63,748	70,983	78,219	85,454	92,690	99,926	107,161	114,397	121,632
			21,041	28,528	36,016	43,503	50,991	58,478	65,966	73,453	80,940	88,428	95,915	103,403	110,890	118,378	125,865
8.80	4.40	85% SMI	21,042	28,529	36,017	43,504	50,992	58,479	65,967	73,454	80,941	88,429	95,916	103,404	110,891	118,379	125,866
			21,749	29,488	37,227	44,967	52,706	60,445	68,184	75,924	83,663	91,402	99,142	106,881	114,620	122,359	130,099
9.60	4.80	185%FPL	21,750	29,489	37,228	44,968	52,707	60,446	68,185	75,925	83,664	91,403	99,143	106,882	114,621	122,360	130,100
			22,459	30,451	38,443	46,435	54,427	62,419	70,411	78,403	86,395	94,387	102,379	110,371	118,363	126,355	134,347
10.40	5.20	85% SMI	22,460	30,452	38,444	46,436	54,428	62,420	70,412	78,404	86,396	94,388	102,380	110,372	118,364	126,356	134,348
			23,370	31,686	40,002	48,318	56,634	64,950	73,266	81,582	89,898	98,214	106,530	114,846	123,162	131,478	139,794
11.20	5.60	200%FPL	23,371	31,687	40,003	48,319	56,635	64,951	73,267	81,583	89,899	98,215	106,531	114,847	123,163	131,479	139,795
			24,280	32,920	41,560	50,200	58,840	67,480	76,120	84,760	93,400	102,040	110,680	119,320	127,960	136,600	145,240
12.00	6.00	85% SMI	24,281	32,921	41,561	50,201	58,841	67,481	76,121	84,761	93,401	102,041	110,681	119,321	127,961	136,601	145,241
			26,101	35,389	44,677	53,965	63,253	72,541	81,829	91,117	100,405	109,693	118,981	128,269	137,557	146,845	156,133
12.80	6.40	85% SMI	26,102	35,390	44,678	53,966	63,254	72,542	81,830	91,118	100,406	109,694	118,982	128,270	137,558	146,846	156,134
			27,922	37,858	47,794	57,730	67,666	77,602	87,538	97,474	107,410	117,346	127,282	137,218	147,154	157,090	167,026
13.60	6.80	85% SMI	27,923	37,859	47,795	57,731	67,667	77,603	87,539	97,475	107,411	117,347	127,283	137,219	147,155	157,091	167,027
			30,181	39,467	48,753	58,039											

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

2018 Poverty Level (FPL) effective January 26, 2018
 LIHEAP IM 2017-03 State Median Income Estimates

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 2018/2019)
 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 2018/2019:

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 2018/2019 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 2018/2019, 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 (and certified for 2017-2019):

1. III. B. Infant/ Toddler

Additional Monitoring

1. Annual Data and Data Security Systems Review
2. Fiscal Overview* to include in depth review of Internal Controls Questionnaire (new questions only), and cost allocation plan review Policies and Procedures, Board minutes, and 4th Quarter Fiscal Contract Monitoring Tool review for year-end, etc.) **The entire ICQ is reviewed at time of submittal and the Cost Allocation Plan is reviewed at time of submitted revisions/amendments.*
3. Developmental Screenings

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. Contract Certifications/Assurances Verifications
2. SR Provider Services
3. Personnel Files/Background Screenings
4. Staff Development and Training
5. Provider Assessments
6. Quality Contracts
7. SPE (Single Point of Entry)
8. UWL (Unified Waiting List)
9. (Child) Pre/Post Assessments
10. CCR&R and School Age Care
11. Inclusion
12. Quality Performance Report
13. Child Care Provider Monitoring
14. 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 2018/2019 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 March 7, 2018
Tajaro Dixon,
Grants and Operations Manager

Early Learning Coalition of North Florida
Sub-recipient Contract Monitoring Schedule
 2018/2019
 (Created 03/07/18)

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 set pre-mon. meeting)	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 Wednesday 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 2018)	Beg. of May	07/09/18 – 07/20/18	07/27/18 (July reports)	08/20/18	09/04/18	10/22/18	October 29 – November 9, 2018	11/14/18	11/16/18	11/27/18 (holidays)	12/04/18	12/11/18	12/18/18	01/18/19 (holidays)	01/25/19
2Q (Oct – Dec 2018)	Beg. of August	10/08/18 – 10/19/18	10/26/18 (October reports)	11/19/18 (holidays)	12/05/18 (holidays)	01/18/19 (holiday)	January 28 – February 8, 2019	02/13/19	02/15/19	02/25/19 (holiday)	03/04/19	03/11/19	03/18/19	04/15/19	04/23/19 (holiday)
3Q (Jan – Mar 2019)	Beg. of November	01/07/19 – 01/18/19	01/25/19 (January reports)	02/19/19	03/05/19 (holiday)	04/22/19	April 29 – May 10, 2019	05/15/19	05/17/19	05/24/19	06/03/19 (holiday)	06/10/19	06/17/19	07/15/19	07/22/19
4Q (Apr-June 2019)	Beg. of February	04/08/19 – 04/18/19	04/26/19 (April reports)	05/20/19	06/04/19 (holiday)	07/22/19	July 29 – August 9, 2019	08/14/19	08/16/19	08/23/19	08/30/19	09/09/19 (holiday)	09/16/19	10/14/19	10/21/19

- (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
2018/2019
(Created 03/07/18)

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) - 2017-19 Coalition Plan Compliance: None for this quarter - OEL Scorecard: None this quarter - Additional: Annual Data and Data Security Systems Review 	October 29 – November 9, 2018
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) - 2017-19 Coalition Plan Compliance: None this quarter - OEL Scorecards: None this quarter - Additional: Developmental Screenings 	January 28 – February 8, 2019
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) - 2017-19 Coalition Plan Compliance: III. B. Infant Toddler - OEL Scorecard: None this quarter - Additional: None this quarter 	April 29 – May 10, 2019
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) - 2017-19 Coalition Plan Compliance: None this quarter - OEL Scorecard: None this quarter - Additional: *Fiscal Overview (including in depth review of current year Internal Controls Questionnaire (new questions only), Policies and Procedures, Board minutes, and 4th Quarter Fiscal Contract Monitoring Tool review for year-end, etc.) <p><i>*The entire ICQ is reviewed at time of submittal and the Cost Allocation Plan is reviewed at time of submitted revisions/amendments.</i></p>	July 29 – August 9, 2019

IX. Review of Board Membership

INFORMATIONAL

May 2, 2018

**Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.**

BOARD MEMBERSHIP SUMMARY
As of October 24, 2017

Position	Name	Term Start Date	Term End Date
BAKER			
Total Private Sector	0		
BRADFORD			
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 Delcomyn	July 2011	July 2019
Total Private Sector	3		
NASSAU			
District Superintendent of Schools or Designee	Kristi Simpkins	December 2013	December 2021
Total Private Sector	0		
PUTNAM			
Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act	Marsha Hill	March 2018	March 2022
County Health Department Director or Designee	Mary Garcia	December 2017	December 2021
ST. JOHNS			
Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality	Jeb Smith	June 2017	June 2021
Head Start Director	Brian McElhone	July 2017	July 2021
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			
Total Private Sector	2		
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>):	6		
TOTAL MEMBERSHIP	17		

* *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. I received word that Ron is approved, just waiting on documentation.
- **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. I received word that Nancy is approved, just waiting on documentation.
- **Mary Garcia-** Voted in December 2017 to December 2021 as County Health Department Director or Designee.
- **Kristi Simpkins-** Term date is December 2017 and she has served one term, and could be asked to serve another term if she and the board are both interested. (District superintendent of schools or designee)
- **Amy Lane-** Term date is December 2017 and Marsha Hill will be coming onboard after the December board meeting beginning March of 2018. (Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act)
- **Mandatory Seats:** All mandatory seats have been filled.
- **Combined Total Private Sector** (*Must be comprised of MORE THAN 1/3 of total Board Membership*): $1/3$ of 17 = 35%. We currently have 6 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 17 board members.

X. Committee Absenteeism Log

INFORMATIONAL

May 2, 2018

**Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.**

**EXECUTIVE ADMINISTRATIVE COMMITTEE
MEMBER ABSENTEEISM LOG**

By-Laws

Section 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.

Section 3.2.8 - Mandated members with three (3) consecutive unexcused absences from meetings or six (6) unexcused absences from meetings with in 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 Mtg. Jan. 2017	2/1/2017	No Mtg. Mar-17	No Mtg. Apr-17	5/1/2017 Cancelled	No Mtg. Jun-17	No Mtg. Jul-17	8/9/2017	No Mtg. Sep-17	No Mtg. Oct-17	11/1/2017	No Mtg. Dec-17	No Mtg. Jan-18	2/7/2018
1	Delcomyn, V.		X						X			Excused			X
2	Graham, B.		Excused						Excused			No longer a member			No longer a member
3	Pearson, N.		X						X			Excused			Excused
4	Williams, R.		X						X			X			Excused
5	Matheny, T.		X						X			X			X
6	Stanton, J.		X						X			X			X
7	Allen, M.		X						X			X			X
8	McElhone, B.		Not a member yet.						X			X			X
9	Little, T.		Not a member yet.						Not a member			X			X

XI. Committee Comment

XII. Next Meetings:

- **Board Meeting–**
June 20, 2018; 10:30 a.m. Renaissance Resort at World Golf Village Convention center
 - **Exec/Admin –** August 1, 2018; 10:30 a.m.
Conference Call
-

XIII. Adjournment*

***ACTION ITEM**