



BOARD MEETING

June 12, 2019; 10:30 a.m.
Slammer & Squire Club, World Golf Village
2 World Golf Place
St. Augustine, FL 32092

UPDATED AGENDA

****Action Item***

- I. Call to Order/Roll Call**
- II. Public Comment**
- III. Review of Delegation of Authority items**
- IV. Approval of March 13, 2019 Board Meeting Minutes***
- V. Staff and Committee Reports**
 - A. CEO Report- Verbal
 - 1. VPK Snapshot ELCNF 2016-17 & 2017-18
 - B. Finance Manager's Report
 - C. 3rd Quarter Program Update
 - D. 3rd Quarter Early Literacy Report
- VI. New/Unfinished Business**
 - A. Approval of the Episcopal Children's Services 2019/2020 Primary Service Provider Contract*
 - B. Approval of the Grant Agreement between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida-for School Readiness (SR) and Voluntary Prekindergarten (VPK)*
 - C. Approval of the 2017-19 School Readiness Plan Amendment #21*
 - D. Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2019/2020 *
 - E. Approval of the Revisions to the Coalition's Contract Management and Monitoring Policies and Procedures*
 - F. Approval of the Revisions to the Coalition's Information Technology Systems and Security Policies and Procedures Manual*
 - G. Approval of the Revisions to the Coalition's Personnel Policies and Procedures Manual*
 - H. Approval of YE 2018-19 Coalition Budget Realignment*
 - I. Approval of the Preliminary ELCNF Budget for 2019/2020*
 - J. Approval of 2019-20 Meeting Schedule*
 - K. Approval of the Web/Marketing Consulting Contract with Creative Types/Amy Lyn D'Alesio*
 - L. Board Self Evaluation – Discussion –**HANDOUT**
- VII. Review of Board Membership-INFORMATIONAL**
- VIII. Board Absenteeism Log – INFORMATIONAL**



IX. Board Comment

X. Next Meetings

- Wednesday, August 7, 2019, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, September 11, 2019, 10:30 a.m. – ANNUAL Board Meeting

XI. Adjournment*

I. Call to Order/Roll Call

II. Public Comment

III. Review of Delegation of Authority Items

**IV. Approval of March 13, 2019
Board Meeting Minutes***

***ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

BOARD MEETING

The World Golf Village and Convention Center

Legends 2 Conference Room

March 13, 2019

10:30 a.m.

ATTENDANCE

Members Present:

Dr. Myrna Allen
Ron Coleman
Vina Delcomyn
Mary Garcia
Brian Graham
Marsha Hill
Michelle Jonihakis
Theresa Little, Treasurer
Teresa Matheny, ECS
Brian McElhone
Nancy Pearson, Board Chair
Charles Puckett
Kristi Simpkins
Aubrie Simpson-Gotham
Michael Siragusa
Commissioner Jeb Smith
Joy Stanton, Secretary
Renee Williams, Vice Chair

Staff Present:

Dawn Bell, Chief Executive Officer
Rhonda Cody, Office Manager
Susan Pettijohn, Finance Manager
Christopher Spell, Finance Manager
Joan Whitson, Early Literacy Manager
Sandra Dunnivant, Outreach Assistant

Members Absent:

Others Present:

Patricia Tauch, Private Childcare
Representative, Board Nominee
Ed Moss, Moss Krusick & Associates
Katia Filippucci, Moss Krusick &
Associates
Shelia Turbet, Quality Program
Volunteer
Susan Murphy, Quality Program
Volunteer

CALL TO ORDER/ROLL CALL

N. Pearson, Board Chair called the meeting to order at 10:35 am. Roll was taken; quorum was met, with 18 of the 18 board members in attendance.

PUBLIC COMMENT

No comments.

REVIEW OF DELEGATION OF AUTHORITY ITEMS

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

APPROVAL OF DECEMBER 5, 2018 BOARD MEETING MINUTES*

- 1.** V. Delcomyn motioned to approve the December 5, 2018 Board Meeting Minutes, as presented. R. Coleman seconded the motion. No discussion, motion passed unanimously.

REVIEW AND APPROVAL OF 2017-18 AUDIT-HANDOUT*

- 2.** Ed Moss of Moss, Krusick and Associates presented the results of the ELCNF 2017-2018 Audit. Financial statements were reviewed and summarized regarding the financial position of ELC of North Florida. There were no findings or discrepancies noted and overall, this was a clean audit. V. Delcomyn motioned to accept and approve the 2017-18 Audit as presented. R. Williams seconded the motion. No discussion, motion passed unanimously.

STAFF AND COMMITTEE REPORTS

CEO Report-Verbal

D. Bell introduced Patricia Tauch as the Board Provider Representative nominee as well reintroduced Christopher Spell, Finance Manager for ELCNF for Board Members who did not meet him at the December Board Meeting. Christopher will be job sharing with Susan Pettijohn to perform the Finance Manager responsibilities and allowing for a flexible and more efficient work schedule. She also provided updates on the EFS MOD rollout, which continues to have performance issues from reporting to timeouts to compromised data. She will continue to provide the Board all updates as they are presented.

Finance Manager's Report

S. Pettijohn reviewed and submitted the following report to the Board:

Desk Reviews and Audits

All Desk Reviews have been completed and the observations were minor, but will probably require us to make a few changes to our Finance policies.

Revenue and Expense Report

Our revenue from OEL is in alignment with expectations. We are holding enough of an advance to be able to reimburse ECS for their expenses in advance of receipt of reimbursement from OEL.

Expenses are generally in alignment with expectations. In total we are about \$22K greater than budget to date and are offset by revenues which are slightly higher than budget. Our net surplus year-to date is primarily due to miscellaneous donations. Please review the following:

Early Learning Coalition of North Florida

Revenue and Expenses

Comparison to Budget

As of January 31, 2019

2018-19 Notice of Awards	Annual Budget	Jul - Jan Budget	Jul - Jan Actual	YTD Budget Variance
School Readiness (SR)	\$ 17,370,697	\$ 8,685,349	\$ 9,553,742	\$ 868,394
Program Assessment	267,900	133,950	68,967	\$ (64,983)
CCEP	18,835	9,418	0	\$ (9,418)
Voluntary PreKindergarten (VPK)	13,825,764	6,912,882	8,351,748	\$ 1,438,866
Total Notice of Award	\$ 31,483,196	\$ 15,741,598	\$ 17,974,457	\$ 2,232,859
Subrecipient Expense				
School Readiness (SR)	\$ 16,423,621	\$ 8,211,811	9,024,454	\$ 812,644
Program Assessment	267,900	133,950	68,967	\$ (64,983)
CCEP	18,835	9,418	0	\$ (9,418)
Voluntary PreKindergarten (VPK)	13,772,598	6,886,299	8,351,748	\$ 1,465,449
Total Subrecipient Expense	\$ 30,482,954	\$ 15,241,477	\$ 17,445,169	\$ 2,203,692
Grant Funds Available to ELC of North Florida	\$ 1,000,242	\$ 500,121	\$ 529,288	\$ 29,167
Other Donations and Revenue				
Clay Electric Foundation	\$ -	\$ -	\$ 5,000	\$ 5,000
Miscellaneous Donations	\$ -	\$ -	\$ 1,122	\$ 1,122
Total Revenues	\$ 1,000,242	\$ 500,121	\$ 535,410	\$ 35,289
ELC of North Florida Estimated Expense				
Salaries	\$ 508,042	\$ 254,021	\$ 283,382	\$ (29,361)
PR Taxes	37,640	18,820	21,456	(2,636)
Health Insurance & HSA Contributions	88,650	44,325	57,618	(13,293)
Pension	20,595	10,298	10,822	(525)
Life, Disability, and WC	13,672	6,836	5,087	1,749
Staff Development	9,500	4,750	3,977	773
Contract Services	2,500	1,250	150	1,100
Accounting	1,500	750	0	750
Auditing	13,500	11,000	11,000	0
Information Technology	3,500	1,750	467	1,283
Legal	200	100	0	100
Printing & Reproduction	2,267	1,134	0	1,134
Repairs & Maintenance	750	375	488	(113)

Office Sites - Occupancy	37,500	18,750	24,237	(5,487)
Postage, Freight & Delivery	1,493	747	980	(234)
Rentals - Office Equipment	9,500	4,750	1,919	2,831
Office Supplies	8,150	4,075	5,742	(1,667)
Communications	13,400	6,700	7,530	(830)
D & O Insurance	2,700	2,700	2,467	233
General Liability	3,900	3,000	2,702	298
Equipment <\$1,000	1,900	950	179	771
Equipment >\$1,000	4,000	2,000	0	2,000
Travel - In State	2,500	1,250	159	1,091
Travel - Out of State	5,000	2,500	5,418	(2,918)
Travel - Local	12,200	6,100	2,347	3,753
Bank Fees	500	250	229	21
Software/Licenses/Support	6,000	3,000	3,408	(408)
Web Service	22,000	11,000	11,861	(861)
Other employee expenditures	5,000	2,500	0	2,500
ADP Fees	0	0	3,128	(3,128)
Dues & Subscriptions	7,700	3,850	8,791	(4,941)
Taxes, Licenses and Fees	200	100	75	25
Misc. - Other Current Charges	5,000	2,500	792	1,708
Quality Program	149,283	74,642	53,074	21,568
Total ELC North Florida Estimated Expense	\$ 1,000,242	\$ 506,771	\$ 529,485	\$ (22,714)
Surplus or Loss	\$ -	\$ (6,650.00)	\$ 5,925	\$ 12,575

Targets and Restrictions

The coalition is currently in alignment with the OEL grant required targets and restrictions as per below:

SR Direct Services, Min 78%	80.70
SR Admin, Max 5%	4.50
SR Admin/NonDirect/Quality Max, 22%	19.30
SR Quality Min, 4%	9.50
Infant & Toddler Min \$236,540	\$119,122.68
Pay for Performance Max, \$129,447	\$42,726.20
PFP Quality Support & Proj Mgmt, \$29,076	\$5,719.85
Program Assessment \$267,900	\$68,967.46
VPK Admin Max, 4%	3.95

2ND QUARTER PROGRAM UPDATE

D. Bell presented the 2nd Quarter Program report on behalf of T. Dixon per the following:

Coalition Activities:

- The RFQ for External Auditing Services project completed on schedule and resulted in a contract with Moss, Krusick and Associates, who will continue to perform the Coalition's financial audits.

- The RFP for Primary Service Provider project was completed on schedule, and the RFP Committee is making their recommendation during today's board meeting.
- OEL released a memo (and revised monitoring tools) February 1, 2019. Sub-recipient monitoring requirements were changed due to the issues with OEL's database conversion (EFS "MOD"). OEL reduced sample size requirements by half and instructed that any problems with EFS MOD be reported as an "observation" (instead of a "compliance issue") for this year.
- The Coalition/ECS 2017/2018 Contract closed-out on schedule and with no issues.
- The Coalition and ECS had its semi-annual "Open Discussions Lunch" in October, which continues to improve open communications and quality of services.

The Final Report of the Biennial OEL Accountability Review was received October 23, 2018. The following is a summary of the findings:

1. During a Coalition Exec/Admin meeting, one board member recused herself – but did not turn in the official form.
2. Although the Coalition had received a letter verifying background screenings from their contracted IT company, the Coalition must obtain the actual background screenings (along with other certifications/credentials).
3. One 16/17 School Readiness childcare provider was not monitored more than once during the year, per risk level and monitoring requirements.
4. The 16/17 VPK childcare provider-monitoring tool did not include verification of instructor credentials.
5. During a "secret shopper call", the Family Service staff person did not find out the schedule/type of care needed or offer a childcare listing.
6. A Family Service staff person did not send a requested childcare listing to a "secret shopper".
7. The Coalition was not obtaining evidence of school district child developmental screenings, or verifying they were completed.
8. Although child developmental screenings results were being mailed to providers to give to parents, there was not a process in place to verify that the parents received the results.
9. A family's income was miscalculated by using the wrong frequency of pay.
10. There were two data entry errors regarding a street address and a parent's name spelling per their driver's licenses.
11. The Coalition's website required parents to make two mouse-clicks to get to OEL's Family Portal. Only one mouse-click from the home page is allowed.
12. The school readiness "Parent's Terms and Conditions" form still had old language regarding the possibility of losing childcare due to inappropriate conduct. However, revised legislation no longer included this language.
13. Two sections of a VPK attendance form (VPK 02S Part B - Specialized Instructional Services) were not completed by staff; sections 15 (Remaining Funding) and 16 (Payment Date).

Please note there were findings challenged by the Coalition; however, they remained in the report. It is also noted that there were no pending corrective actions at the time of the final report.

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

The 2018/2019 Second Quarter Monitoring was performed for January 28 – February 8, 2019. This monitoring included all OEL required “eligibility” criteria (including the School Readiness eligibility/payment validations), and developmental screenings.

Due to technical issues with OEL’s new database (EFS “MOD”), it was not possible to review School Readiness eligibility records for the 1st quarter monitoring. During *this monitoring*, however, School Readiness files were reviewed using the strategies and work-around scenarios that ECS and Coalition staff created.

From this monitoring, there was only one compliance issue. This is a major achievement, *especially considering the database conversion issues during this time!*

The 2018/2019 Third Quarter Monitoring is scheduled for April 29 – May 10, 2019.

2ND QUARTER EARLY LITERACY REPORT

J. Whitson submitted her report on the following:

Highlights:

Ancient City Kids Day – October 27th. The ELC and Episcopal Children Services both participated in the annual Ancient City Kids Day event held at St. Francis field in St. Augustine. Over 2,100 people attended this family friendly event. The ELC joined with the Kiwanis Club of St. Augustine and provided several different craft and learning activities. The ELC provided books that were given away at the ECS table.

Clay Electric Grant – On September 16th the ELC received a \$5,000 grant from the Clay Electric Foundation. The grant will be used to help fund our new themed literacy outreach programs.

Early Literacy Outreach

ELC Days at Amazing Grace Crop Maze – October 15th and 23rd. 21 providers came and brought 430 children. The children enjoyed fall agricultural themed activities, which included a corn maze, hayride, visiting farm animals up close and much more. Each child received a FREE copy of the book “Spookley the Square Pumpkin.” The teachers received a bag full of FALL

themed books. ELC volunteers provided an extra special FALL craft as well adding to the festivities.

Read for the Record – October 25th. This is an annual reading event put on by Jump Start and the Pearson Foundation with the purpose to break the world record of reading the same book on the same day to the most children. An email was sent to all providers encouraging them to participate. The ELC then provided to any provider who requested it a FREE copy of the book and activity packet to go with it. This year's book was "Maybe Something Beautiful" by Isabel Campoy. 94 centers participated with 6,541 children participating.

Themed Literacy Programs

October was the kick off for this year's themed literacy programs. A new program was launched called Dinosaur's Galore. This program introduces children to the fascinating world of dinosaurs. One of the main goals of these programs is to model for teachers good practices and to provide them with a teachable curriculum that they then can further implement in their classrooms. Each child receives a FREE book as well that goes with the theme and the teacher receives a bag of resources for their classroom. 15 programs were put on this quarter.

Mother Goose Sorority

Under the leadership and training of outreach assistant Sandi Dunnavant the newly formed Mother Goose Sorority goslings have gone out on their own. The new members are first doing their programs in partnership with current reading pals. The goal is to further enhance the work of our reading volunteers in teaching the importance of rhyming. Three programs were put on this quarter in St. Johns County by two new members, Shelia Turbet and Susan Murphy. Both were introduced to the Board and were "pinned" as official Mother Goose Goslings or "Honkers" as they are affectionately called!

NEW/UNFINISHED BUSINESS

REVIEW OF RFP AD-HOC COMMITTEE MEETING MINUTES-FEBRUARY 21, 2019- INFORMATIONAL

APPROVAL OF THE RFP COMMITTEE RECOMMENDATION FOR THE COALITION'S RFP (REQUEST FOR PROPOSALS) #RFP-19/20-001 CONTRACT AWARD*

Episcopal Children's Services (ECS) responded with the only proposal for the above referenced RFP. The proposal was evaluated by the four RFP Committee members. Scores were then compiled at the February 21, 2019 Final RFP Committee meeting. The RFP Committee's recommendation was to award Episcopal Children's Services (ECS) the Coalition's contract for Primary Service Provider for the 2019/2020 fiscal year.

- 3.** J. Stanton motioned for approval of the RFP Committee Recommendation for the Coalition's RFP (Request for Proposals) #RFP-19/20-001 Contract Award.

V. Delcomyn seconded the motion. No discussion, motion passed unanimously.

RETRO ACTIVE APPROVAL (EFFECTIVE 01/04/19) OF THE 2018/2019 OEL/ELC OF NORTH FLORIDA/UNIVERSITY OF FLORIDA/LASTINGER CENTER PAY FOR PERFORMANCE CONTRACT EFFECTIVE 01/04/2019-08/31/2019 (#SR974)*

This Contract for Services is made and entered into by and between 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) and the ELC of North Florida.

THIS CONTRACT is to support the implementation of Early Learning Florida online classes by assisting with registration, technical and subject matter support and to provide the University of Florida, Lastinger Center for Learning (University) with the support, services, and/or materials found in 'Exhibit A', pages 2-3. The total contract is **not to exceed \$22,500.**

- 4.** T. Little motioned the Retro Active Approval (effective 01/04/2019) of the 2018/2019 OEL/ELC of North Florida/University of Florida/Lastinger Center Pay for Performance Contract effective 01/04/2019-08/31/2019 (#SR974) . M. Garcia seconded the motion. No discussion – motion passed unanimously.

RETRO ACTIVE APPROVAL (EFFECTIVE 01/04/2019) OF THE ELC OF NORTH FLORIDA/UNIVERSITY OF FLORIDA/LASTINGER CENTER AND EPISCOPAL CHILDREN'S SERVICES CONTRACT EFFECTIVE 01/04/19-8/31/19 (#SR974)*

THIS CONTRACT is to support the implementation of Early Learning Florida online classes by assisting with registration, technical and subject matter support and to provide the University of Florida, Lastinger Center for Learning (University) with the support, services, and/or materials found in 'Exhibit A', pages 2-3. The total contract is **not to exceed \$22,500.**

- 5.** V. Delcomyn motioned the Retro Active Approval (effective 01/04/19) of the ELC of North Florida/University of Florida/Lastinger Center and Episcopal Children's Services Contract effective 01/04/19-08/31/19 (#SR974). T. Little seconded the motion. T. Matheny recused herself, paperwork attached. No discussion – motion passed unanimously.

APPROVAL OF ECS 2018/2019 CONTRACT AMENDMENT #0004-18*

Items #1 and 2 are to add to the ECS 2018/2019 contract, the OEL/University of Florida's Lastinger Center "Early Learning Florida" Contract (SR974) and its dollar amount **not to exceed \$22,500.**

6. T. Little motioned to approve the ECS 2018/2019 Contract Amendment #0004-18. J. Stanton seconded the motion. T. Matheny recused herself, paperwork attached. No discussion-motion passed unanimously.

APPROVAL OF 2017-19 SCHOOL READINESS PLAN AMENDMENT #20*

Updated Organizational Chart (SR Plan Attachment I. B.) to add the second position of Finance Manager, effective 11/14/18.

7. V. Delcomyn motioned to approve the 2017-19 School Readiness Plan Amendment #20. R. Coleman seconded the motion. No discussion-motion passed unanimously.

APPROVAL OF REPRESENTATIVE OF PRIVATE FOR-PROFIT CHILD CARE PROVIDERS: PATRICIA TAUCH*

Patricia Tauch is the director of OPK, Inc. (Orange Park Kindergarten) and has been involved in early childhood education for over 40 years, teaching kindergarten and preschool programs.

Her Term will be March 2019 to March 2023

8. M. Garcia motioned to approve Patricia Tauch as the Board Representative of Private for Profit Child Care Providers. V. Delcomyn seconded the motion. No discussion-motion passed unanimously.

RETRO ACTIVE APPROVAL (EFFECTIVE 12/05/18) OF B. GRAHAM TO ATTEND THE 2018 NATIONAL SUMMIT ON EDUCATION IN WASHINGTON, D.C.*

ExcelinEd's 11th annual National Summit on Education Reform, happening December 5–December 7, 2018 in Washington, D.C.

Each year, ExcelinEd's flagship event gathers national leaders, state policymakers, reform organizations and education stakeholders to share what works, what does not and what's next in education reform. Last year's National Summit was attended by more than 900 education leaders from 45 states. Travel Dates for B. Graham will be Dec. 5- Dec. 7, 2018.

9. T. Little motioned to retro actively approve effective 12/05/2018, B. Graham to attend the 2018 National Summit on Education in Washington, D.C. J. Stanton seconded the motion. No discussion-motion passed unanimously.

REVIEW OF BOARD MEMBERSHIP-Informational

No Comments

BOARD ABSENTEEISM LOG- Informational

No Comments.

BOARD COMMENTS

No Comments.

NEXT MEETINGS

The next scheduled meetings are as follows:

- Wednesday, May 1, 2019 , 10:30 a.m. – Exec/Admin Committee Conference Call
- Wednesday, June 19, 2019 10:30 a.m. –Board Meeting World Golf Village Convention Center (This date may be rescheduled to June 12, 2019)

ADJOURNMENT*

- 10.** J. Stanton motioned for adjournment at 11: 43am. T. Little
Seconded the motion. No discussion – motion passed unanimously.

Minutes Submitted By: Rhonda Cody, Office Manager

VI. Staff and Committee Reports

A. CEO Report-VERBAL

1. VPK Snapshot ELCNF 2016-17 & 2017-18

**Voluntary Prekindergarten
ELC of North Florida Snapshot
2016/2017 - 2017/2018 Program Years**

VPK Child Participation

Program Year	County												Florida	
	Baker		Bradford		Clay		Nassau		St. Johns		Putnam			
	# of Children Served	% of Eligible Population	# of Children Served	% of Eligible Population	# of Children Served	% of Eligible Population	# of Children Served	% of Eligible Population	# of Children Served	% of Eligible Population	# of Children Served	% of Eligible Population	# of Children Served	% of Eligible Population
2016-2017	319	91.67	221	73.91	1844	82.92	672	76.45	2287	92.11	509	59.25	169,230.00	76.75
2017-2018	305	86.65	258	85.71	1813	68.44	693	76.74	2310	88.95	522	60.63	169,412.00	75.77

Florida Kindergarten Readiness Screener (FLKS)

	2016/2017							2017/2018						
	Baker	Bradford	Clay	Nassau	St. Johns	Putnam	Florida	Baker	Bradford	Clay	Nassau	St. Johns	Putnam	Florida
% Kindergartnes "Ready" Total Population	64	47	54	59	73	51	54	56	42	53	54	60	52	53
% VPK Completers "Ready"	64	62	63	65	75	64	63	59	51	60	63	67	62	62

VPK Provider Readiness Rates

Provider Readiness Rate	2016/2017								2017/2018							
	Baker	Bradford	Clay	Nassau	St. Johns	Putnam	ELC of N. FL	Florida	Baker	Bradford	Clay	Nassau	St. Johns	Putnam	ELC of N. FL	Florida
Ave. Readiness Rates	54	62	61	77	73	62	65	61	60	50	60	63	70	58	63	59.7
% Provides >=60	33	45	63	62	79	55	65	60	36	42	56	59	80	48	61	58
% Providers <60	67	55	37	38	21	45	35	40	64	58	44	41	20	52	39	42
#No Rate	1	0	2	1	1	1	6		0	2	2	0	2	0	6	

VPK Provider Readiness Rates By Program Type

Program Type	2016/2017		2017/2018	
	ELC N. FL	Florida	ELC N. FL	Florida
Average Readiness Rate Total				
Average Readiness Rate School Year	65.8	60.7	63.5	59.7
Average Readinss Rate Summer	55.6	50.3	50.8	51.4

Provider Type (ELC Of N. FL)	2016-2017	2017-2018
Nonpublic Schools (only 2)	84	79
Public Schools	65.9	63.4
Private Centers	64.9	63.4
FCCH (only 1)	0	100
Head Start	34.1	34.6

Important information about the VPK Provider Kindergarten Readiness Rate:

The Florida Kindergarten Readiness Screener (FLKRS) tool used to create the 2017-18 readiness rate, Star Early Literacy, was implemented in fall 2017. To be considered ready for kindergarten, a child's score must be at least 500. The readiness rate is based on a scale of 0-100.

The minimum score a provider must earn to have successfully implemented the VPK program is 60, meaning 60% of a provider's VPK children scored at least 500 on Star Early Literacy.

Providers that were already on probation and earned a rate of 60 or higher will no longer be a provider on probation

Providers that were already on probation and earned a rate of 59 or lower will remain on probation.

FOR THE 2016-17 AND 2017-18 READINESS RATE, NO NEW PROVIDERS WILL BE PLACED ON PROBATION. However, a readiness rate of less than 60 is low performing and providers should strongly consider rigorous, yet developmentally appropriate improvements to their VPK instructional practices for the 2019-20 program year.

V. Staff and Committee Reports

B. Finance Manager's Report

Early Learning Coalition of North Florida

Finance Manager's Report

Board Meeting

June 12, 2019

Desk Reviews and Audits

We are in the process of responding to OEL's Desk Review of July 2018 – December 2018 transactions.

Revenue and Expense Report (see attachment)

Our revenue from OEL is in alignment with expectations. We are holding enough of an advance to be able to reimburse ECS for their expenses in advance of receipt of reimbursement from OEL.

Expenses are generally less than expectations. In total we are about \$111K less than budget to date and are offset by revenues which are about \$106K less than budget. Our net surplus year-to date is primarily due to miscellaneous donations.

Targets and Restrictions (see attachment)

The coalition is currently in alignment with the grant required targets and restrictions.

Susan Pettijohn

Early Learning Coalition of North Florida

Revenue and Expenses

Comparison to Budget

As of April 30, 2019

				YTD Budget Variance
	Annual Budget	Jul - Apr Budget	Jul - Apr Actual	(over) under
2018-19 Notice of Awards				
School Readiness (SR)	\$ 17,370,697	\$ 14,478,031	\$ 13,551,530	\$ (926,501)
Program Assessment	267,900	223,250	192,751	\$ (30,499)
CCEP	18,835	15,696	12,115	\$ (3,581)
Voluntary PreKindergarten (VPK)	13,825,764	11,521,470	12,776,826	\$ 1,255,356
Total Notice of Award	\$ 31,483,196	\$ 26,238,447	\$ 26,533,222	\$ 294,775
Subrecipient Expense				
School Readiness (SR)	\$ 16,423,621	\$ 13,686,351	12,860,804	\$ (825,547)
Program Assessment	267,900	223,250	192,751	\$ (30,499)
CCEP	18,835	15,696	12,115	\$ (3,581)
Voluntary PreKindergarten (VPK)	13,772,598	11,477,165	12,753,301	\$ 1,276,136
Total Subrecipient Expense	\$ 30,482,954	\$ 25,402,462	\$ 25,818,970	\$ 416,509
Grant Funds Available to ELC of North Florida	\$ 1,000,242	\$ 835,985	\$ 714,252	\$ (121,733)
Other Donations and Revenue				
Clay Electric Foundation	\$ -	\$ -	\$ 5,000	\$ 5,000
Kiwanis	\$ -	\$ -	\$ 1,000	\$ 1,000
Reinhold	\$ -	\$ -	\$ 750	\$ 750
Quality Teacher's Conference	\$ -	\$ -	\$ 6,549	\$ 6,549
Miscellaneous Donations	\$ -	\$ -	\$ 1,485	\$ 1,485
Total Revenues	\$ 1,000,242	\$ 835,985	\$ 729,036	\$ (106,949)
ELC of North Florida Estimated Expense				
Salaries	\$ 508,042	\$ 423,368	\$ 382,584	\$ (40,784)
PR Taxes	37,640	31,367	28,998	(2,369)
Health Insurance & HSA Contributions	88,650	73,875	84,663	10,788
Pension	20,595	17,163	17,191	29
Life, Disability, and WC	13,672	11,393	7,280	(4,113)
Staff Development	9,500	7,917	4,676	(3,241)
Contract Services	2,500	2,083	150	(1,933)
Accounting	1,500	1,250	0	(1,250)
Auditing	13,500	13,500	13,750	250
Information Technology	3,500	2,917	466	(2,451)
Legal	200	167	0	(167)
Printing & Reproduction	2,267	1,889	1,003	(886)
Repairs & Maintenance	750	625	477	(148)
Office Sites - Occupancy	37,500	31,250	35,016	3,766
Postage, Freight & Delivery	1,493	1,244	1,143	(101)
Rentals - Office Equipment	9,500	7,917	2,540	(5,377)
Office Supplies	8,150	6,792	7,451	659
Communications	13,400	11,167	10,876	(291)
D & O Insurance	2,700	2,700	2,467	(233)
General Liability	3,900	3,000	2,702	(298)
Equipment <\$1,000	1,900	1,583	1,132	(451)
Equipment >\$1,000	4,000	3,333	0	(3,333)
Travel - In State	2,500	2,083	1,539	(544)
Travel - Out of State	5,000	4,167	5,418	1,251
Travel - Local	12,200	10,167	4,132	(6,035)
Bank Fees	500	417		(417)
Software/Licenses/Support	6,000	5,000	8,636	3,636
Web Service	22,000	18,333	16,935	(1,398)
Other employee expenditures	5,000	4,167	259	(3,908)
ADP Fees	0	0	4,646	4,646
Dues & Subscriptions	7,700	6,417	9,730	3,313
Taxes, Licenses and Fees	200	167	145	(22)
Misc. - Other Current Charges	5,000	4,167	542	(3,625)
Quality Program	149,283	124,403	68,164	(56,239)
Total ELC North Florida Estimated Expense	\$ 1,000,242	\$ 835,985	\$ 724,711	\$ (111,274)
Surplus or Loss	\$ -	\$ (0.00)	\$ 4,324	\$ 4,324

V. Staff and Committee Reports

C. 3rd Quarter Program Update



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St. Augustine, FL 32086
904-342-2267
www.elcnorthflorida.org

MEMORANDUM

To: All Board Members
From: Tajaro Dixon, Grants and Operations Manager
Date: May 14, 2019
Subject: 2018/2019 Third Quarter Program Update and Quality Assurance Activities

Coalition Activities:

- The Coalition completed its bi-annual OEL Fiscal Monitoring that began on-site January 28, 2019. We received OEL's Draft Report March 6 and responded by the deadline. We will share the results when the final report has been processed.
- The annual review and update of the CEO Succession Plan Hand-off report was completed February 20. This is a summary report of all essential day-to-day operational information that would be needed in the case of an emergency.
- Coalition staff completed the annual refresher Data Security training and Information Technology policy review.
- The 2019/2020 Sub-recipient Contract Monitoring Schedule and Narrative Plan has been completed and is part of the School Readiness Plan Amendment #21 which is included in the board packet today for approval.
- ECS was offered negotiation meetings as part of the RFP process. No meetings were scheduled because ECS was satisfied with the RFP's Draft Contract. ECS agreed to the first version of the Actual contract, and it is in today's board packet for approval.

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

The Third Quarter Monitoring was performed for April 29 – May 10, 2019. This monitoring included all OEL required "eligibility" criteria for School Readiness and attendance/payment validations. In addition, Data Security Systems Updates and the Infant/Toddler program was reviewed.

Due to technical issues with OEL's new database (EFS "MOD"), School Readiness files were reviewed using the strategies and work-around scenarios that ECS and the Coalition staff created and documented for OEL.

From this monitoring, there was only one compliance issue, which was an incorrect accounting allocation that amounted to less than 0.02% of all dollars tested. The corrective actions (journal entries) were processed before the Final report.

The Fourth Quarter Monitoring is scheduled for July 29 – August 9, 2019.

ALL full reports are available upon request.



A United Way Agency Funded by the State of Florida



V. Staff and Committee Reports

C. 3rd Quarter Early Literacy Report

Early Literacy Outreach Report
Third Quarter 2018-2019
Completed By Joan Whitson

Highlights:

Teacher of the Year: We held our annual Teacher of the Year nominations in December. In January, our winner Angie Picket of Sugar and Spice Learning Center in Orange Park was visited with a prize patrol surprising her of her achievement. All the nominees and Angie were again honored at our Early Educators Conference on January 28th. Angie received a \$500 cash prize thanks to Kaplan Early Learning, our Teacher of the Year sponsor.

Early Educators Conference: Saturday, January 28th at the Thrasher Horne Center in Orange Park. The keynote speaker this year was Richard Cohen speaking about how early educators are the heroes of our time and giving practical classroom management tips. A variety of break-out sessions were also provided by ELC and ECS staff. Attendees receive CEU's for attending the conference and participating in the sessions. 275 educators attended.

ELC State Wide Conference: March 28th at the Hilton in Gainesville. Outreach Manager Joan Whitson and assistant Sandi Dunnvavatt attended and presented a break out session on developing effective outreach programs.

Early Literacy Outreach:

Florida Literacy Week: The ELC participated in the annual simultaneous reading event held on January 25th by encouraging all providers to read the 2019 book picks. Free copies of "Chicka Chicka Boom Boom" by Bill Martin and "Planting a Rainbow" by Lois Ehlert were given to every attendee at the early educators conference.

Children's Week: In honor of Children's Week, Episcopal Children Services hosted six different literacy programs (one in each of our six counties). This year several local authors were featured reading their own books to the children. 750 children attended these events. Each child received a FREE book.

Dr. Seuss Week: In celebration of Dr. Seuss's birthday, which is March 2nd, seven Dr. Seuss themed literacy programs were presented in preschools. Special guest, "The Cat in the Hat" was on hand creating a lively story time. Each child received a FREE Dr. Seuss book and each classroom received a variety pack of Dr. Seuss books with an activity pack to go with it.

Themed Literacy Programs: The ELC outreach team was in full swing putting on 23 themed literacy programs during this quarter. The programs included: Meet the Masters, Mother Goose, Space, Dr. Seuss and Eric Carle's World of Colors program. These programs are proving to be highly successful and a wonderful addition to our outreach programming. 786 children were reached in 23 different schools. Each child receives a FREE book or bag of books and the teacher receives a fantastic resource bag filled with teaching supplies to facilitate continued early learning of the children using the theme materials presented.

Donations: On March 4th in honor of March being literacy month the ELC was presented with over 1,200 books from Primrose Schools in Nocatee. The books were put into book bags in conjunction with our book bag project and distributed during themed literacy programs. The ELC also received a \$1,000 check from the Kiwanis of Club of St. Augustine to use towards our early literacy efforts.

VI. New/Unfinished Business

A. Approval of the Episcopal Children's Services 2019/2020 Primary Service Provider Contract*

***Action Item**

ACTION ITEM SUMMARY

(06/12/19 Board Meeting)

DESCRIPTION	Episcopal Children's Services 2019/2020 Primary Service Provider Contract
Reason for Recommended Action	<p>Episcopal Children's Services won this year's RFP (Request for Proposals) award through the recommendation of the RFP Committee (February 22, 2019) and subsequent approval of the ELC Board of Directors (March 13, 2019).</p> <p>AND, As the Coalition has been satisfied with Episcopal Children's services (ECS) delivery of services in contract year 2018/2019 (and all prior years), the Coalition will continue contracting with ECS for 2019/2020.</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 2019/2020.
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'S 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 **95 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, 2019**, and ending **June 30, 2020**, 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 \$150,000, 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:**). If this Agreement provides for or contemplates the use of federal funding in excess of \$100,000, 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 a licensed early education or child care program. Examples include: 1. Gold Seal accredited child care providers or providers participating in a quality rating system; 2. Licensed child care providers; 3. Public school providers; and, 4. License exempt child care providers, including religious exempt,

registered, and non-public schools (Ref FAC 65C-13.030(2)(d) Effective 03/06/18). 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. And the Contractor must conduct internal file monitoring activities to ensure the accuracy of eligibility determinations in accordance with Rule 6M-4.208(1) F.A.C. All child eligibility documentation shall be maintained by the Contractor.
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 (including CCEP which is subject to a minimum expenditure of 78% on direct services). The 78 percent calculation includes direct services, applicable Gold Seal OCA expenditures, and performance-based payment differentials to providers up to the provider's private pay rate, as defined in the most recent version of the OEL Standard Codes document, and local working poor match. This calculation excludes CCEP expenditures. 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 **\$13,816,380**. 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, 2020.**
7. "Inventory Report of all Non-Expendable Property" either transferred, purchased, or leased under this contract, by **July 1, 2019** 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, 2019, October 20, 2019; January 20, 2020; and April 20, 2020**.
12. Quarterly Provider Training Calendars will be available on the Contractor's website for review by **July 1, 2019; October 1, 2019; January 1, 2020; and April 1, 2020**.
13. Annual Anti-Fraud Plan by **May 1st** for the following Fiscal/Contract Year.
14. CCDF Quality Progress/Performance Report (**QPR**) by **November 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. Once a parent has selected a provider, the Contractor shall provide that parent with the following information:
 - a) Link to DCF CARES system where the parent can locate specific information about the selected provider, including health and safety requirements met by the provider, any licensing or regulatory requirements met by the provider, the provider's inspection and violation history, and any voluntary quality standards met by the provider.
 - b) A description of how CCDF subsidies are designed to promote equal access.
 - c) Instructions on how to submit a complaint through DCF's complaint hotline.
 - d) Instructions on how to contact the local CCR&R for information regarding other community-based supports.
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 (for or against any type of or individual child care provider), computer generated, referrals, based on family circumstances and preferences, unless fewer than five are available, within three (3) business days and in the format (delivery method) requested

by the individual. 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. Develop and maintain a directory of community resources that at a minimum contains parent education programs, financial assistance programs including the temporary cash assistance program, and related community and social services resources. Provide families and employers with information and guidance on subsidy programs and other financial assistance including, but not limited to, public and private employer child care, family child care home, large family child care home, public and private child care, special education programs for children with disabilities, full-time and part-time programs, before- and after-school programs, the VPK Education Program, the SR Program, Head Start 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 childcare 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. Record provider termination codes in the SSIS using the OEL-approved standard code that best describes and documents the inactivation reason, for example if provider fell below a set quality threshold for Class 1 violations. 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, supports for serving diverse populations of children, 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 #EL439) 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 **2019/2020 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”). 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, 2019**.
 - e.) A semiannual report of Quality Purchases Tracking of Program Supplies due by **January 20, 2020** and **July 20, 2020**.

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 **June 30, 2020**. The Contractor shall submit data, reports and staff evaluations for Inclusion Warm-Line services administration as OEL requires. The data and reports will conform to the timeline, content, format and standard codes OEL specifies and shall include trainings facilitated, screenings completed, and any other relevant information used for making targeted technical assistance.
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, 2019; October 20, 2019; January 20, 2020; and April 20, 2020;** 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 within 48 hours of notification, 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. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day. The Contractor will ensure that the employee will not return to work (assigned to this contract) until cleared of all charges that would exclude the employee under a level 2 background screening.
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 **\$16,442,456**. 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 **\$361,411** (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.

Additional School Readiness-Related Programs and Funding:

The following programs' 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 individual contracts and/or OEL Grant Agreements.

Performance Funding Project

In addition to the School Readiness Grant described above, 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 #EL439) for a **total dollar amount** up to and not to exceed **\$129,447**.

Early Learning Florida

AND, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of **OEL's "Early Learning Florida Contracts"** [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:**

#SR400 (effective dates 09/15/17 -07/31/18) for a total dollar amount up to and not to exceed **\$41,300**, and

#SR974 (effective dates 01/04/19 – 08/31/19) for a total dollar amount up to and not to exceed **\$22,500**.

School Readiness Program Assessment-Non ELPFP Providers

Per recently enacted legislation (Ch. 2018-136, Laws of Florida), the Contractor shall provide a program assessment on School Readiness providers that are not already participating in the 2018-2019 Early Learning Performance Funding Project. These program assessments will be conducted in accordance with OEL Program Guidance 420.02 – Program Assessment and 250.01 – Other Cost Accumulators, and for a **total dollar amount** up to and not to exceed **\$267,900**.

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 OEL Program Guidance 240.10 – Travel and DFS-approved travel forms of the Florida Department of Financial Services and Florida Department of Education. 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". If no agreement requirements are specified, then all services identified herein may be rejected or accepted by the COALITION as determined in the COALITION'S sole discretion. 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 insurances, including, but not limited to, Comprehensive Commercial General Liability, Commercial Umbrella Liability, Professional Liability/Errors and Omissions, Directors and Officers, Employee Dishonesty Insurance/Bonding, Workers Compensation, Motor Vehicle (if applicable), Casualty Loss/Equipment, and Network Security/Privacy Liability Insurance, 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 **95 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:

1. Comprehensive Commercial General Liability Insurance
2. Commercial Umbrella Liability Insurance
3. Professional Liability Insurance/Errors and Omissions Insurance
4. Directors and Officers Insurance
5. Employee Dishonesty Insurance/Bonding
6. Workers Compensation Insurance
7. Motor Vehicle Insurance (if applicable)
8. Casualty Loss Insurance/Equipment
9. Network Security/Privacy Liability Insurance
10. 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.

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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

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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, 2019** and extending through **June 30, 2020**.

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, 2019** or the date, on which both parties have signed the contract, whichever is earlier, and shall end on **June 30, 2020**. 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 **\$13,825,764** (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 **\$22,494** for outreach and awareness, provider monitoring services, and previous fiscal year absence data entry – if required, supported by a supplemental Voluntary Pre-kindergarten Outreach and Awareness and Monitoring Initiative grant obtained by the Coalition for these purposes. The Coalition's obligation to pay under this Contract is contingent upon annual appropriation by the State of Florida Legislature. The Coalition shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this project. If such funds are not appropriated or available for the contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Provider in writing at the earliest possible time if funds are not appropriated or available.

C. Contract Payment

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

III. THE COALITION AND THE PROVIDER AGREE:

A. TERMS AND CONDITIONS

This Contract constitutes the only agreement, and supersedes all prior contracts and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Attachments hereto are a material part of this Contract and are incorporated by reference. This Contract, including any Attachments and Exhibits hereto, may not be amended or modified, except in writing signed by all parties to this Contract.

B. Re-negotiation or Modification

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

C. SEVERABILITY

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

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

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

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

EPISCOPAL CHILDREN'S SERVICES, INC.

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

LIST OF EXHIBITS:

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

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

I. SCOPE OF SERVICES

A. The Provider shall provide Voluntary Pre-kindergarten services to all families with eligible four-year olds residing in Florida in accordance with Chapter 1002, part V, Florida Statutes, 6M-8 Florida Administrative Code - Voluntary Prekindergarten Education Program Rules, Florida's Office of Early Learning (OEL) governance and policy, and as described in the approved community service plan to the extent that caregiver capacity and funding resources are available.

B. For purposes of state reporting and requesting monthly payments from the Coalition, a unit of VPK service shall be based on the FTE allocation as authorized by Florida Office of Early Learning (OEL).

C. A unit of Provider administrative services is one month of administrative services, as federally defined.

D. A unit of Provider non direct services, depending on OEL guidance may include, but not be limited to the following:

1. Eligibility Determination and Child Enrollment
2. Advance Payments to Voluntary Pre-kindergarten Providers/caregivers
3. Monthly Reconciliation of Provider/Caregiver Advance Payments
4. Caregiver Recruitment and Development
5. VPK Voucher/Certificate Management
6. VPK Caregiver Monitoring using a coalition approved evaluation tool, and performed as required in the terms and conditions of the supplemental Voluntary Pre-kindergarten Outreach and Awareness and Monitoring Initiative grant obtained by the Coalition for this purpose.
7. Management of Services and Resources
8. VPK Outreach and Awareness
9. Others as identified and approved by the Coalition

II. CLIENTS TO BE SERVED

The Voluntary Pre-kindergarten Program is a free educational program that prepares age-eligible children for success in kindergarten and beyond. To be eligible, children must live in Florida and be 4-years-old on or before **Sept 1** of the program year. Parents whose children are born from **February 2** through **September 1** of a calendar year may choose to enroll their child in VPK either that year or the 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 **2019-2020** 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.
- 17) The Contractor shall assign a staff member to register and serve as the administrator for the VPK Provider Kindergarten Readiness Rate website. The contractor will also approve each private VPK provider's improvement plan to ensure that the plan meets the requirements of 6M- 8.700 and 6M-8.701 and shall monitor each private VPK provider's improvement plan to ensure that the provider has implemented the approved improvement plan.

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 **2019-2020** 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 **\$13,825,764** (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 **\$22,494**, 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 **\$13,825,764** (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 **\$22,494** 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". If no agreement requirements are specified, then all services identified herein may be rejected or accepted by the COALITION as determined in the COALITION'S sole discretion. Failure to correctly, completely, or adequately perform these major deliverables will trigger a financial consequence and the following actions will occur:

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

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

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

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

In the event that the Contractor does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, the Coalition shall deduct,

from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the deficiency is not corrected.

Force Majeure:

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

D. Special Provisions

1. The Contractor shall maintain and submit electronic data as prescribed by Florida Office of Early Learning.
2. All VPK caregivers will be paid directly as authorized by the Contractor within four (4) business days upon receipt of funds from the Coalition. The Contractor is responsible for the accuracy of the payment request that is submitted to the Fiscal Agent/Finance Manager. The Contractor shall conduct monitoring of caregivers to insure that services which have been authorized and for which payment has been made were actually performed. This can only be performed as funding permits and is determined to be an approved cost by OEL.
3. The maximum rate payable for VPK services shall be based on the adopted rate authorized by Florida Office of Early Learning.

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Attachment 2

GENERAL PROVISIONS TO CORE CONTRACT TABLE OF CONTENTS

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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 \$750,000 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 \$750,000 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, 2020.**

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. Comprehensive Commercial General Liability Insurance: Contractor agrees to obtain and maintain throughout this contract period a Comprehensive Commercial General Liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate 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. Commercial Umbrella Liability Insurance: Contractor agrees to obtain and maintain throughout this contract period a Commercial Umbrella Liability insurance policy in the single limit amount of at least, but not limited to, \$5,000,000 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.

3. Professional Liability/Errors and Omissions Insurance: Contractor agrees to obtain and maintain throughout this contract period a Professional Liability/Errors and Omissions Liability (on its board members and executives) insurance policy in the single limit amount of at least, but not limited to, \$1,000,000 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.
4. Directors and Officers Insurance: Contractor agrees to obtain and maintain throughout this contract period a Directors and Officers insurance policy in the single limit amount of \$1,000,000 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.
5. Employee Dishonesty Insurance/Bonding: Contractor agrees to obtain and maintain throughout this contract period an Employee Dishonesty insurance policy in the single limit amount of at least, but not limited to, \$500,000 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. Or, 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 at least, but not limited to \$500,000 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.
6. 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.
7. Motor Vehicle Insurance: If applicable, Contractor agrees to obtain and maintain throughout this contract period Motor Vehicle Insurance coverage in the amounts of \$1,000,000 for the combined single limit for each accident, for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this contract.
8. Casualty Loss Insurance/Equipment: All equipment received from the Coalition and used by Contractor under this contract shall be insured throughout this contract period against fire, theft, and destruction equal to the full replacement cost.
9. Network Security/Privacy Liability Insurance: Although this type of insurance is not a REQUIREMENT at this time, the Coalition recommends the Contractor obtain and maintain throughout this contract period a Network Security/Privacy Liability Insurance in the single limit amount of at least, but not limited to, \$1,000,000, as the Contractor will be maintaining large volumes of personally identifiable information. Additionally, the Coalition requests the policy have an endorsement naming the Coalition as additional insured.

The Contractor shall assure and require that all Coalition approved subcontractors maintain the same types of, and coverage amounts of, insurances listed above.

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's compliance obligations 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 (i) the unauthorized use or disclosure of personally identifiable information; or (ii) 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.

Contractor represents and warrants that: (i) all Services will be performed by or on behalf of Contractor in a timely, good, and workmanlike manner in accordance with applicable industry standards and practices; (ii) Contractor possesses the necessary equipment, personnel and other expertise necessary to provide the Services as set forth herein; (iii) Contractor personnel rendering the Services and developing the Deliverables will have the appropriate technical skills, training, experience, and expertise to enable Contractor to perform its responsibilities hereunder; and (iv) that any COALITION approved Subcontractor that provides Services or Deliverables will meet all requirements set forth in this Agreement and applicable Statements of Work. If Coalition notifies Contractor in writing of a breach of any of the foregoing warranties, Contractor will re-perform any Services to cause them to materially conform to the foregoing warranties at no additional cost to Coalition within the Coalition specified completion date of such notice.

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, 2019** and ending **June 30, 2020**.

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, as defined in Chapter 282.0041 F.S., "Security Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing that a specific incident is about to occur.

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. As defined in Chapter 282.0041, F.S., "Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

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

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 \$100,000 ¹ 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).

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

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 voluntary 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 South 8th Street
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: 386-530-2692

St. Johns County One Stop

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

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

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

CERTIFICATION

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

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

ATTACHMENT 6 SLIDING FEE SCHEDULE

Sliding Fee Scale for North Florida Early Learning Coalition
Effective date 7/1/2019

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	6,245	8,455	10,665	12,875	15,085	17,295	19,505	21,715	23,925	26,135	28,345	30,555	32,765	34,975	37,185
1.60	0.80	75%FPL	6,246	8,456	10,666	12,876	15,086	17,296	19,506	21,716	23,926	26,136	28,346	30,556	32,766	34,976	37,186
			9,368	12,683	15,998	19,313	22,628	25,943	29,258	32,573	35,888	39,203	42,518	45,833	49,148	52,463	55,778
2.40	1.20		9,369	12,684	15,999	19,314	22,629	25,944	29,259	32,574	35,889	39,204	42,519	45,834	49,149	52,464	55,779
			12,489	16,909	21,329	25,749	30,169	34,589	39,009	43,429	47,849	52,269	56,689	61,109	65,529	69,949	74,369
3.20	1.60	FPL	12,490	16,910	21,330	25,750	30,170	34,590	39,010	43,430	47,850	52,270	56,690	61,110	65,530	69,950	74,370
			14,572	19,729	24,886	30,043	35,199	40,356	45,513	50,670	55,827	60,983	66,140	71,297	76,454	81,611	86,767
4.00	2.00	85% SMI	14,573	19,730	24,887	30,044	35,200	40,357	45,514	50,671	55,828	60,984	66,141	71,298	76,455	81,612	86,768
			16,654	22,548	28,441	34,335	40,229	46,122	52,016	57,910	63,803	69,697	75,590	81,484	87,378	92,271	97,165
4.80	2.40	85% SMI	16,655	22,549	28,442	34,336	40,230	46,123	52,017	57,911	63,804	69,698	75,591	81,485	87,379	93,272	99,166
		150%FPL	18,735	25,365	31,995	38,625	45,255	51,885	58,515	65,145	71,775	78,405	85,035	91,665	98,295	104,925	111,555
5.60	2.80	85% SMI	18,736	25,366	31,996	38,626	45,256	51,886	58,516	65,146	71,776	78,406	85,036	91,666	98,296	104,926	111,556
			19,463	26,351	33,239	40,126	47,014	53,902	60,789	67,677	74,565	81,452	88,340	95,228	102,115	109,003	115,891
6.40	3.20		19,464	26,352	33,240	40,127	47,015	53,903	60,790	67,678	74,566	81,453	88,341	95,229	102,116	109,004	115,892
			20,191	27,337	34,482	41,627	48,773	55,918	63,064	70,209	77,354	84,500	91,645	98,790	105,936	113,081	120,227
7.20	3.60	85% SMI	20,192	27,338	34,483	41,628	48,774	55,919	63,065	70,210	77,355	84,501	91,646	98,791	105,937	113,082	120,228
			20,920	28,323	35,726	43,129	50,532	57,935	65,338	72,741	80,144	87,547	94,950	102,353	109,756	117,159	124,562
8.00	4.00		20,921	28,324	35,727	43,130	50,533	57,936	65,339	72,742	80,145	87,548	94,951	102,354	109,757	117,160	124,563
			21,648	29,308	36,969	44,630	52,291	59,951	67,612	75,273	82,934	90,594	98,255	105,916	113,577	121,237	128,898
8.80	4.40	85% SMI	21,649	29,309	36,970	44,631	52,292	59,952	67,613	75,274	82,935	90,595	98,256	105,917	113,578	121,238	128,899
			22,376	30,294	38,213	46,131	54,050	61,968	69,886	77,805	85,723	93,642	101,560	109,479	117,397	125,315	133,234
9.60	4.80	185%FPL	22,377	30,295	38,214	46,132	54,051	61,969	69,887	77,806	85,724	93,643	101,561	109,480	117,398	125,316	133,235
			23,107	31,284	39,461	47,638	55,815	63,992	72,169	80,346	88,523	96,700	104,877	113,054	121,231	129,408	137,585
10.40	5.20	85% SMI	23,108	31,285	39,462	47,639	55,816	63,993	72,170	80,347	88,524	96,701	104,878	113,055	121,232	129,409	137,586
			24,043	32,552	41,060	49,569	58,077	66,586	75,094	83,603	92,111	100,620	109,128	117,637	126,145	134,654	143,162
11.20	5.60	200%FPL	24,044	32,553	41,061	49,570	58,078	66,587	75,095	83,604	92,112	100,621	109,129	117,638	126,146	134,655	143,163
			24,980	33,820	42,660	51,500	60,340	69,180	78,020	86,860	95,700	104,540	113,380	122,220	131,060	139,900	148,740
12.00	6.00	85% SMI	24,981	33,821	42,661	51,501	60,341	69,181	78,021	86,861	95,701	104,541	113,381	122,221	131,061	139,901	148,741
			26,854	36,357	45,860	55,363	64,866	74,369	83,872	93,375	102,878	112,381	121,884	131,387	140,890	150,393	159,896
12.80	6.40	85% SMI	26,855	36,358	45,861	55,364	64,867	74,370	83,873	93,376	102,879	112,382	121,885	131,388	140,891	150,394	159,897
			28,727	38,893	49,059	59,225	69,391	79,557	89,723	99,889	110,055	120,221	130,387	140,553	150,719	160,885	171,051
13.60	6.80	85% SMI	28,728	38,894	49,060	59,226	69,392	79,558	89,724	99,890	110,056	120,222	130,388	140,554	150,720	160,886	171,052
			30,982	40,514	50,047	59,580											

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

2019 Poverty Level (FPL) effective January 11, 2019
LIHEAP IM 2018-03 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 end of summer

ATTACHMENT 7-A

PROVIDER REIMBURSEMENT RATE SCHEDULE Baker County

Early Learning Coalition of North Florida - Baker County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/17)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt 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

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	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)								
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	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

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	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 07/01/18)								
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	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
(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
(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
(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. EL439	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF	G1802FLTANF (27.42%)
93.575 / CCDF Discretionary	G1802FLCCDF (39.48%)
93.596 / CCDF Mandatory	G1802FLCCDF (33.02%)
93.667 / SSBG	G1801FLS0SR (0.08%)
	Grand Total 100%

Description	OCA	ECS Dolla Amo
General Administration	97BBA, 97FIR, 97LCA	\$3
Non-direct Services	97BBD	\$2
Systems	97SYS	
Eligibility Determination	97BDE	\$6
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	\$6
	97INT 97ICR	

(Exclusive of OEL School Readiness Grant Award Funding)

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**ATTACHMENT 10
VOLUNTARY PREKINDERGARTEN BUDGET**

**Episcopal Children's Services and
The Early Learning Coalition of North Florida
2019/2020 VPK Budget
DUNS # 130220796**

State of Florida Notice of Award No.EL439/CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPADM	\$249,516
VPK Enrollment	VPENR	194,016
VPK Monitoring	VPMON	35,052
Total ECS Administrative Costs (up to 3.6% of slots earned)		\$478,584
<u>Coalition</u> Administrative Costs (up to 0.4% of slots earned)		\$53,176
Total Non-Slots (ECS + Coalition) (4% of slots earned)		\$531,760
Direct Services - Slots		\$13,294,004
Grand Total		\$13,825,764

**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)	\$22,494

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"/>		
Name and amount for each			
Name and amount for each			
Name and amount for each; add lines if needed			
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, the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States or any of their duly authorized representatives 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 (PPII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- 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 Rule 61H1-20.0093, F.A.C., 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.)

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. A company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for a contract in any amount. See s. 287.135(2), F.S.

Any contract the Contractor enters into or renews on or after July 1, 2018, for goods or services of \$1 million or more, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under s. 287.135(5), F.S., been placed

on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. See s. 287.135(3)(b), F.S. Further, all contracts the Contractor enters into or renews on or after July 1, 2018, must also contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In accordance with the provisions of s. 287.135(3) and s. 287.135(5), F.S., the Contractor, by signing this Agreement, hereby certifies that the Contractor and any actively-contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria and is not participating in a boycott of Israel. The Contractor further acknowledges and agrees that the ELC/OEL may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

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 2019 is \$192,300** and is accessible annually at the U.S. Office of Personnel Management website, <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, then “Executive & Senior Level Employee Pay Tables”, then “Rates of Pay for the Executive Schedule”. 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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VI. New/Unfinished Business

- B. Approval of the Grant Agreement Between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida-for School Readiness (SR) and Voluntary Prekindergarten (VPK)***

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Grant Agreement Between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida – for School Readiness (SR) and Voluntary Prekindergarten (VPK).
Reason for Recommended Action	<p>Approval of Grant Agreement for FY 2019-20.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would not receive the required grant funding to run its School Readiness and Voluntary Prekindergarten programs.
How the Action will be accomplished	Board Approval and submission to OEL.

**STATE OF FLORIDA
OFFICE OF EARLY LEARNING
GRANT AGREEMENT**

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

WHEREAS, OEL is the designated Lead Agency for the state of Florida, which is the recipient of a Child Care and Development Block Grant (CCDBG) pursuant to 45 Code of Federal Regulations (CFR) part(s) 98 and 99, which is a primary funding source for the School Readiness Program (SR, SR Program); and

WHEREAS, OEL is designated as the responsible entity for execution, oversight and management of the State’s Preschool Development Grant Birth through Five (PDG B – 5) award, which provides funding for improving data-driven systems coordination, increasing family access and engagement and creating a high-quality comprehensive early childhood education system; and

WHEREAS, OEL is charged with providing oversight and administration of the State’s SR Program, including the Child Care Resource and Referral (CCR&R) network and the SR Match Program, as well as responsibility for oversight and administration of the Voluntary Prekindergarten Education Program (VPK, VPK Program); and

WHEREAS, the ELC is a statutorily-created entity designated with the responsibility of administration and implementation of a local comprehensive program of SR Program services and the local administration of the VPK Program; and

WHEREAS, OEL desires to enter into an agreement with each of the ELCs individually to provide SR and VPK services at the local level;

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

A. Subrecipient determination

The Office has reviewed the criteria pursuant to 2 CFR §200.330, *Subrecipient and contractor determinations*, and determined the ELC is a subrecipient for purposes of this agreement. The ELC acknowledges it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit Requirements*, and Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibit III.

B. Agreement documents

The agreement consists of the following documents:

1. Exhibit I - Special Conditions.
2. Exhibit II - Scope of Work.
3. Exhibit III - Audit Requirements.
4. Exhibit IV - Assurances and Certifications.
5. Exhibit V - ELC CCR&R Office Locations.
6. Exhibit VI - List of Reports.
7. Exhibit VII - ELC Administrative Office Hours and Holidays.

C. Compliance with applicable laws and regulations

1. The ELC shall comply with the following Federal laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the ELC), in the course of performing services under this Grant Agreement:
 - 1.1. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 1.2. 2 CFR § 25.110 – Central Contractor Registration (CCR) and Data Universal Number System (DUNS) Numbers.
 - 1.3. 45 CFR Part 75, United States Department of Health and Human Services (HHS) Implementation of the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (2 CFR§200).
 - 1.4. 45 CFR Part(s) 260-265 – Temporary Assistance for Needy Families (TANF) regulations (related to 2.3).
 - 1.5. CCDBG Act of 2014 (Pub L 113-186).
 - 1.6. CCDBG Act of 1990, as amended 42 U.S.C. s. 9858 et.seq.
 - 1.7. 45 CFR Part 98 – Child Care and Development Fund (CCDF) – Final Rule.
 - 1.8. 45 CFR Part 99 – Procedures for Hearings for the CCDF.
 - 1.9. CCDF Discretionary Fund governing requirements – Title VI. Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 U.S.C. 9858-9858, et seq.
 - 1.10. CCDF Mandatory and Matching Funds – Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 U.S.C. 618.
 - 1.11. Other applicable requirements from the Code of Federal Regulations –
 - 1.11.1. 2 CFR part 182 – Drug-Free Workplace Act Common Rule.
 - 1.11.2. 2 CFR Part 376 – Nonprocurement Debarment and Suspension.
 - 1.11.3. 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance).
 - 1.11.4. 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.
 - 1.11.5. 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.6. 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance.
 - 1.11.7. 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.8. 45 CFR Part 93 – New Restrictions on Lobbying.
 - 1.12. American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX) –
 - 1.12.1. Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
 - 1.12.2. Section 1107, Protection for whistleblowers (employees and other individuals).
2. The ELC shall comply with the following State laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the ELC), in the course of performing services under this Grant Agreement:
 - 2.1. Chapter 1002, part V, F.S. –Voluntary Prekindergarten Education Program (VPK).
 - 2.2. Chapter 1002, part VI, F.S. – School Readiness Program (SR).

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- 2.3.** Provisions related to SR of the current HHS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (DCF).
- 2.4.** Provisions of the current HHS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.
- 2.5.** Rule 6A-1.09433, Florida Administrative Code (F.A.C.) – Voluntary Prekindergarten Pre- and Post-Assessments.
- 2.6.** Rule 6A-6.03033, F.A.C. – Specialized Instructional Services (SIS) for Voluntary Prekindergarten Children (VPK) with Disabilities.
- 2.7.** Chapter 6M-4, F.A.C. – School Readiness Program Rules.
- 2.8.** Chapter 6M-8, F.A.C. – Voluntary Prekindergarten Education Program Rules.
- 2.9.** Chapter 6M-9, F.A.C. – Early Learning Coalition Rules.
- 2.10.** Chapter 69I-5, F.A.C. – Schedule of Expenditures of State Financial Assistance.
- 2.11.** Rule 61H1-20.0093, F.A.C., Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 2.12.** Chapter 74-2, F.A.C. – Information Technology Security
- 2.13.** Chapter 112, F.S., Public Officers and Employees.
 - 2.13.1. Section 112.061, F.S. – Per Diem and travel expenses of public officers, employees and authorized persons.
 - 2.13.2. Section 112.313, F.S. – Standards of conduct for public officers, employees or agencies and local government attorneys.
 - 2.13.3. Section 112.3135, F.S. – Restriction on employment of relatives.
 - 2.13.4. Section 112.3143(1)(b), F.S. – Voting conflicts.
- 2.14.** Procurements:
 - 2.14.1. Section 215.971, F.S. – Agreements funded with federal or state assistance.
 - 2.14.2. Section 287.057, F.S. – Procurement of commodities or contractual services.
 - 2.14.3. Section 287.058, F.S. – Contract document.
- 2.15.** Chapter 119, F.S., Public Records.
 - 2.15.1. Section 119.01, F.S. – General state policy on public records.
 - 2.15.2. Section 119.07, F.S. – Public Records.
 - 2.15.3. Section 119.0701, F.S. – Contracts; Public Records.
- 2.16.** Chapter 286, F.S., Public Business; Miscellaneous Provisions.
 - 2.16.1. Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.
 - 2.16.2. Section 286.0105 – Notices of meetings and hearings must advise that a record is required to appeal.
 - 2.16.3. Section 286.0114 – Public meetings; reasonable opportunity to be heard; attorney fees.
- 2.17.** Other state laws and regulations:
 - 2.17.1. Section 11.062, F.S. – Use of state funds for lobbying prohibited; penalty.
 - 2.17.2. Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
 - 2.17.3. Section 20.052, F.S. – Advisory bodies, commissions, boards.
 - 2.17.4. Section 39.201, F.S. – Proceedings related to children.
 - 2.17.5. Section 39.604, F.S. – Rilya Wilson Act attendance and reporting responsibilities.
 - 2.17.6. Section 215.42, F.S. – Purchases from appropriations, proof of delivery.
 - 2.17.7. Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; and dispute resolution.
 - 2.17.8. Section 215.97, F.S. – Florida Single Audit Act.

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- 2.17.9. Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
- 2.17.10. Section 216.301, F.S. – Appropriations; undisbursed balances.
- 2.17.11. Section 216.345, F.S. – Professional or other organization membership dues; payment.
- 2.17.12. Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
- 2.17.13. Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
- 2.17.14. Chapter 274, F.S. – Tangible Personal Property.
- 2.17.15. Section 286.25, F.S. – Publication or statement of state sponsorship.
- 2.17.16. Section 287.017, F.S. – Purchasing categories, threshold amounts.
- 2.17.17. Section 287.0943, F.S. – Certification of minority business enterprises.
- 2.17.18. Section 287.133, F.S. – Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.17.19. Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
- 2.17.20. Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
- 2.17.21. Section 402.281, F.S. – Gold Seal Quality Care program.
- 2.17.22. Section(s) 402.301 - 402.319, F.S. – Child Care facilities provisions.
- 2.17.23. Section 411.223, F.S. – Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- 2.17.24. Section 414.39, F.S. – Fraud.
- 2.17.25. Section 414.411, F.S. – Public Assistance Fraud.
- 2.17.26. Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.17.27. Chapter 427, F.S. – Special Transportation and Communication Services.
- 2.17.28. Section 435.03, F.S. – Level 1 screening standards.
- 2.17.29. Section 435.04, F.S. – Level 2 screening standards.
- 2.17.30. Section 445.032, F.S. – Workforce Services Transitional child care.
- 2.17.31. Section 943.0542, F.S. – Access to criminal history information provided by the department to qualified entities.
- 2.17.32. Florida Department of Financial Services (FDFS) Travel Manual – http://www.myfloridacfo.com/Division/SFM/DOMSEC/documents/State_Travel_Manual_2011-01-15.pdf.
- 2.17.33. [Florida Department of Education \(FDOE\) Travel Policy Manual](#)
- 2.17.34. [Florida Reference Guide for State Expenditures](#).

D. Effective date

The agreement shall be effective July 1, 2019, or the date on which the last party has signed the agreement, whichever is later.

E. Ending date

The agreement shall end on July 31, 2020, unless the agreement is terminated earlier, extended or renewed as provided herein. All award notifications reflect the beginning and ending dates of the award period. All conditions stated in the grant award, exhibits, and attachments are considered binding on the ELC.

Grant Agreement

F. Funding

General Appropriations Act, Specific Appropriations 84, 86, and 89, 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.

G. No state obligation before starting date or after ending date

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

H. Extension

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

I. Renewal

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

J. Grant Manager for the ELC and OEL

ELC's Grant Manager	
Name:	Tajaro Dixon
Title:	Grants and Operations Manager
Address:	3841 Reid Street, Palatka, FL 32177
Zip Code:	32177
Office Phone:	(386) 328-6232
E-mail Address:	tdixon@elcnorthflorida.org

OEL's Grant Manager	
Name:	James Lincoln Finch
Title:	Grant Manager
Address:	Office of Early Learning 250 Marriott Drive Tallahassee, Florida
Zip Code:	32399
Office Phone:	(850) 717-8638
E-mail Address:	james.finch@oel.myflorida.com

K. Change in grant managers

In the event any party designates different grant managers after the execution of the agreement, notice of the foregoing information for the new grant manager will be transmitted by email or sent in writing to all of the parties within two weeks of change in grant manager and said notification will be attached to copies of the agreement.

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L. 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 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.

ELC of North Florida

By:

Printed Name: Dawn E. Bell

Title: C.E.O.

Date: June 12, 2019

FEIN: 59-3691819

Office of Early Learning

By:

Printed Name: Rodney J. MacKinnon

Title: Executive Director

Date:

FEIN: 59-3474751

Office of Early Learning

Approved as to form and legal sufficiency, subject only to full and proper execution by the parties.

By:

Printed Name: Maggi O'Sullivan Parker

Title: General Counsel

Date:

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A. Accessible electronic information technology

The ELC hereby agrees that by entering into this agreement, ELC will, whenever practicable, collect, transmit, and store agreement, 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*.

B. Allowable costs

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

- (a) in payment of obligations incurred during the approved grant period,
- (b) in conformance with the approved program services,
- (c) in compliance with all applicable statutes and regulatory provisions,
- (d) costs 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 ELC.

C. Assignments

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

D. Awards and volunteer recognition

If the ELC's board authorizes, the ELC may incur expenditures to award suitable framed certificates, pins, and other tokens of recognition not to include cash or gift cards to:

1. Retiring employees whose service with the ELC has been satisfactory, in appreciation and recognition of such service, as s. 110.1245(3), F.S., describes. Such awards may not cost more than \$100, plus applicable tax, each.
2. ELC employees who demonstrate satisfactory service to the ELC, in appreciation and recognition of such service, per s. 110.1245(4), F.S. Such awards may not cost more than \$100, plus applicable tax, each.
3. Any appointed member of the ELC's board whose service to the ELC has been satisfactory, in appreciation and recognition of such service upon the expiration of such board member's final term, per s. 110.1245(5), F.S. Such awards may not cost more than \$100, plus applicable tax, each.
4. Volunteers who have offered continuous and outstanding service to state-administered programs. The ELC may honor, reward, or encourage such volunteers for their service, per s. 110.503, F.S. Such awards may not cost more than \$100, plus applicable tax, each.

E. Background screening

The ELC shall have written policies including the items listed in this section and agrees to comply with the following:

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1. The ELC shall conduct employee background screening in accordance with the requirements in this section (E.).
2. “Qualified entity,” as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.
3. An ELC is a qualified entity and therefore, shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this agreement screened in a manner consistent with s. 943.0542, F.S.
4. The ELC shall require any subrecipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under the terms of this agreement screened in a manner consistent with s. 943.0542, F.S. The ELC shall ensure background screening of subrecipient, contractor, and subcontractor staff is complete prior to providing services under the contract.
5. The ELC shall obtain the following documentation for new employees prior to their first day of employment and subrecipient, contractor and subcontractor staff prior to their first day of work associated with this agreement:
 - 5.1. Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
 - 5.2. The highest level of education claimed, if the position requires.
 - 5.3. All applicable professional licenses claimed, if the position requires.
 - 5.4. Applicable employment history, if the position requires.
6. The ELC shall maintain on file verification for all ELC personnel and any applicable subrecipient’s or subcontractor’s personnel, and unless excluded as described below, assigned to work on this agreement.
7. To be in compliance, employee background screenings must be from no earlier than five years before the employees’ ELC employment date.
8. The ELC shall update the background screening every five years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this agreement.
9. The ELC shall repeat the background screening if there is a 90-day lapse in employment from working on this agreement. The ELC shall rescreen the person before assigning the person to this agreement.
10. The ELC shall arrange for and pay all costs for employee background screenings.
11. The ELC shall require each employee it assigns to this agreement to notify the ELC within 48 hours of being arrested for any criminal offense.
12. The ELC shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this agreement. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
13. The ELC shall not allow the employee to return to work on this agreement until cleared of all charges that would exclude the employee under a level 2 background screening.
14. As defined in 402.302, F.S., “A volunteer who assists on an intermittent basis for less than 10 hours per month is not included in the term “personnel” for the purposes of screening and training if a person who meets the screening requirement of s. 402.305(2) is always present and has the volunteer in his or her line of sight.” Background screening costs for board members and volunteers are allowable ELC expenditures.
15. The ELC shall require, if applicable, its subrecipient, contractor or subcontractor to:

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- 15.1.** Notify the ELC within 48 hours of an employee being arrested or removed from working on the contract for any criminal offense.
- 15.2.** Review the alleged offense within 48 hours, 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. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
- 15.3.** Not permit the employee to return to work on the contract until cleared of all charges that would exclude the employee under a level 2 background screening.
- 16.** Any subrecipient, contractor, or subcontractor who does not meet the definition of “Qualified Entity” but who has staff that will perform duties under contract with the ELC and are permitted access to a child care location while children are present, or will have access to confidential information about the children in care or their family shall comply with all of the above.
- 17.** Any contractor or subcontractor who does not meet the definition of “Qualified Entity” and who has staff that will perform duties under this agreement 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 that child’s family is not required to submit its employees to a background screening.
- 18.** Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However, if an ELC contracts with a subrecipient, contractor, or subcontractor during the term of this agreement, then the ELC must update the policies to include reference and these requirements must be included in the subrecipient agreement or contract.

F. Breach of security/confidentiality

As defined in Chapter 282.0041 F.S., “Security Incident” means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing a specific incident is about to occur.

As defined in Chapter 501.171, F.S., “Breach of Security” means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the ELC does not constitute a breach of security, provided the information is not used for a purpose unrelated to the agreement or subject to further unauthorized use.

As defined in Chapter 282.0041, F.S., “Breach” means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

- 1.** The ELC agrees to comply with s. 501.171, F.S., related to the security of confidential personal information and understands the ELC for this purpose will be considered a third party agent as referenced in this statutory section.
- 2.** The ELC shall immediately notify the Office’s Inspector General and Information Security Manager of any Security Incident, Breach, or Breach of Security of which it becomes aware by its employees, subcontractors, agents, or representatives. Notwithstanding requirements of s. 501.171(3), F.S., within 24 hours of the incident the ELC shall provide written notification to the Office’s Inspector General and Information Security Manager that identifies: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the ELC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the ELC has taken or shall take to prevent future similar unauthorized

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use or disclosure. The ELC shall provide any additional information, including a full written report, as reasonably requested by the Office.

3. If the Office, at its sole discretion, determines the ELC has failed to comply with any confidentiality provision of this agreement, or determines prompt and satisfactory corrective action has not occurred, the Office has the unilateral right to suspend the agreement until it is satisfied corrective action has been taken, or terminate the agreement. If this agreement is terminated, the ELC must immediately surrender to the Office all confidential information and copies thereof obtained under the agreement and any other information relevant to the agreement.
4. The ELC understands and agrees all reasonable fees and costs necessary for the Office to remedy any breach of confidentiality due to the conduct of the ELC, including its employees, subcontractors, agents, affiliates, or any individual within the control of the ELC, shall be the responsibility of the ELC. The ELC shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this agreement.
5. The ELC understands and agrees to the confidentiality and security provisions of this agreement regarding the requirements to safeguard the confidentiality of the information which is the subject of the agreement, and which is considered a material condition of the agreement. In the event requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the ELC will be subject to penalties as follows:
 - 5.1. Criminal Penalties: The ELC, including its employees, agents, contractors, subcontractors, affiliates, or any other individual that breaches the confidentiality requirements of this agreement, are subject to any state or federal criminal sanctions provided by law, including, but not limited to, penalties as provided for in s. 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.
 - 5.2. Civil Remedies: In addition to criminal sanctions, the ELC, including its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this agreement or applicable laws, are subject to any and all civil remedies available to the Office and the state of Florida.

G. Confidential data

1. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the state of Florida. See 2 CFR §200.337, Restrictions on public access to records, and 2 CFR §200.82, Protected Personally Identifiable Information (PPII), to review federal grant program instructions.
2. The ELC acknowledges each agency, organization, or individual receiving confidential and exempt records in order to carry out official functions must protect the data. Those with access to confidential data must not permit persons other than those authorized to receive the records, to obtain children's or their parents'/guardians' personal identification.
3. The ELC shall develop processes and procedures to secure the confidential data.
4. The ELC, including its employees, subcontractors, agents, or any other individuals to whom the ELC exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111

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<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.

H. Contingency statement

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

I. Cooperation in investigations

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

J. E-Verify

1. The ELC shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. Failure to do so shall be cause for OEL to unilaterally cancel this agreement. Also, the ELC agrees to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
2. The ELC agrees to provide the Office, within thirty (30) 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.)
3. The ELC further agrees that it will require each subcontractor that performs work under this agreement to enroll and participate in the E-Verify program within ninety days of the effective date of the agreement or within ninety days of the effective date of the contract between the ELC and the subcontractor, whichever is later. The ELC shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program and make such record(s) available to the Office upon request.
4. The ELC further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Office.

K. Fiscal and administrative control

The ELC shall neither assign nor subcontract direct fiscal or administrative control or responsibility for the agreement to another party. The ELC shall at no time assign control over administrative functions to any other individual or organization. The ELC is solely responsible for maintaining all fiscal records and shall retain direct management of, direct access to, and complete control over all fiscal and administrative functions and records.

1. The ELC may contract with a vendor for general accounting and human resource functions; however, such contracts shall specify the ELC shall have immediate accessibility to all records and documents. The vendor must, by law, maintain required confidential data.
2. The ELC shall notify OEL within 48 hours the ELC formally initiated a contract for services' alteration or termination, approached another ELC to discuss a possible merger, or directly offered early learning services that another entity previously provided on the ELC's behalf. The ELC shall also notify OEL, within 48 hours, if the ELC's board approves any motion to alter or terminate a contract for services, approaches another ELC to discuss a possible merger, or directly offers services that another entity previously provided on the ELC's behalf. A contract for services is a contract for system support or direct enhancement services. Once the ELC's board approves, the ELC shall, at a minimum of 90 days prior to the service transition,

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submit a School Readiness Program Plan amendment to OEL for review and approval, if appropriate. The School Readiness Program Plan amendment shall outline the transition for services. The change may alter the status of relevant portions of the plan from “approved” to “approved with conditions” while the ELC implements its board-approved changes.

3. In emergency situations when the ELC is unable to meet this section’s notice requirements, the ELC shall immediately notify the OEL Financial Administration and Budget Services Manager of any action altering or terminating a contract for services or requiring the ELC to directly offer services another entity previously provided on the ELC’s behalf. For purposes of this section, “emergency situations” are those circumstances that qualify for emergency action under s. 287.057, F.S., and the ELC shall follow the statutory requirements for emergency procurement. The ELC executive director or board chair must prepare a written statement certifying the emergency as valid. The ELC must prepare the written statement of an emergency within thirty (30) days of the contractor or ELC beginning to render the service and must state the particular facts and circumstances that precluded the execution of the written agreement before the rendering of the service.

L. Florida Abuse Hotline reporting

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

1. Abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare; or
2. In need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or
3. Abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child’s welfare; or
4. The victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

M. Force majeure and notice of delay from force majeure

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

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

The foregoing shall be the ELC’s sole remedy or excuse regarding the delay. The ELC must provide notice in strict compliance with this section to receive the remedy. OEL, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the ELC of OEL’s decision in writing. The ELC shall not assert a claim for damages, other than for an extension of time, against OEL. The ELC is not entitled to an increase in the agreement price or

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payment of any kind from OEL for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference, or hindrance from any cause whatsoever.

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

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

N. Governing law

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

O. Indemnification

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

P. Independent coalition status

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

Q. Insurance and risk mitigation

1. The ELC shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the agreement and any renewal(s) or extension(s) of it. By execution of the agreement, the ELC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the ELC and the clients served under the agreement.
2. The ELC shall maintain errors and omissions insurance on its board members.
3. The ELC shall maintain fidelity bonding of its fiscal personnel.
4. The ELC shall maintain a disaster recovery plan within its continuity of operations plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters. (Reference Exhibit II, Scope of Work, section D.4.).
5. The ELC will have and continuously maintain all other types of insurance as required by law.
6. In the event any of the coverage described above is cancelled by the insurer for any reason, the ELC shall immediately notify the Office of such cancellation and shall obtain replacement coverage acceptable to the Office and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

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7. All insurance policies shall be with insurers qualified and doing business in Florida. The Office shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.
8. In accordance with 2 CFR §200.310, *Insurance Coverage*, the ELC shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds.

R. Intellectual property rights

1. All data OEL creates or the ELC receives from OEL, whether electronic or hardcopy, during the duration of this agreement is OEL's property. The ELC shall surrender it to OEL at no cost to OEL upon expiration, termination, or cancellation of this agreement (see 45 CFR §75.322, *Intangible property and copyrights*). The following terms and conditions apply to all grants recipients, unless explicitly waived.
 - 1.1. With respect to all products created by the ELC pursuant to this agreement, said materials will be the property of OEL.
 - 1.2. To the extent any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (U.S.C.) 101, et seq., it shall be a "work for hire." In the event a court of competent jurisdiction determines a product or material is not a work for hire as a matter of law, the ELC shall assign and convey to OEL all rights, title, and interest in the product or material and require its employees and subcontractors to do the same.
 - 1.3. The ELC agrees its employees will not assert any ownership of the product produced pursuant to this agreement. The ELC shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure OEL's rights.
 - 1.4. Any claim by the ELC of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
 - 1.5. The ELC agrees 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.
 - 1.6. The ELC agrees not to convey any rights in the product to a third party.
 - 1.7. If the ELC hires a third party to perform any work which involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the ELC and OEL the non-exclusive license to use the product.
2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between OEL and the ELC in order to further the use of the products in the educational community.
3. Pursuant to 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, the ELC agrees to the extent applicable under this agreement to comply with the following:

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 CFR 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: [Rights to Inventions](#). If any discovery or invention arises or is developed in the course or as a result of work or services performed with

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funds from the agreement, or in any way connected with early learning programs, the ELC 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, 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 HHS, any and all copyrights accruing under or in connection with the ELC's execution of its duties under the agreement, funded by early learning program funds, are hereby reserved to the state of Florida.
6. Pursuant to 45 CFR §75.322, the HHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the ELC or its sub-grantees or contractors purchase with such federal funds.
7. Pursuant to federal and state laws, the ELC will not violate the copyrights of any third party during the performance of the scope of work for this grant award.
The ELC further warrants each deliverable produced pursuant to this award, ELC's production of the deliverable(s), and the Office's use of the deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102 – 105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the ELC additionally warrants the following:
 - 7.1. As to each work of software or other "information technology," as defined in s. 287.012(15), F.S., in which copyrights subsist, the ELC has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the deliverable(s).
 - 7.2. As to each image and sound recording incorporated into a deliverable, the ELC has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work, or sound recording from which the included image or sound recording was taken.

S. Logo usage

1. ELCs shall only use OEL logos approved by OEL. This section does not apply to ELC logos. For more information see: [SharePoint/Coalitions Zone/Executive Services/Communication Hub/](#)
2. ELC shall update electronic OEL logos used locally in electronic materials to the current OEL-released logo within sixty (60) calendar days of release with the exception of the electronic OEL-related logos embedded in the OEL-approved system software. ELCs shall notify OEL in writing of any circumstances resulting in a delay in updated logo implementation.

T. Mandatory reporting of fraud and criminal activity

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the ELC and its approved subcontractors must comply with and inform its employees of mandatory reporting requirements. Each employee of the ELC and any subcontractor (subrecipient or contractor) providing services in connection with this Agreement shall disclose to the OEL Inspector General in a timely manner and in writing all violations involving fraud, bribery, or gratuity violations

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potentially affecting this agreement and/or the related federal/grant program(s). OEL is required to review and consider any publicly available information about the ELC in the Federal Awardee Performance and Integrity Information System (FAPIIS). See: <https://fapiis.gov>.

U. Membership dues, subscriptions and licensing fees

The ELC shall comply with the terms of s. 216.345, F.S., and 2 CFR §75.454, *Memberships, subscriptions, and professional activity costs*, when incurring costs related to paying membership dues, subscriptions, and licensing fees. Payment information, which must contain a statement records of memberships, subscriptions or licenses for which the ELC paid, maintained at the ELC, shall be public records pursuant to s. 119.01(3), F.S. The organization paid must provide this statement. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the ELC funded.

V. More restrictive conditions

Pursuant to 2 CFR §200.207, *Specific conditions*, if the ELC is found to be in noncompliance with fund source requirements or determined to be “high risk” by OEL, the ELC shall be subject to the imposition of more restrictive conditions.

W. Notification of legal action

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

X. Office of Minority Business Enterprise Report

OEL is dedicated to supporting, tracking, and increasing its small minority business enterprise spending with prime contractors and subcontractors as s. 287.0943, F.S., requires. The ELC shall submit the [Minority Sub Contractors Utilization Summary](#) 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. See Exhibit VI for report submission location and due date requirements.

Y. 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, OEL 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.

Z. Personnel, address and other changes

1. Changes in key personnel/address

The ELC shall notify OEL in advance but no later than five (5) working days after any changes in the ELC’s 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 (6) weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement/interim staff. The ELC shall post notices

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regarding key personnel staffing changes to SharePoint/Coalitions Zone/Executive Services/ELC Changes.

2. Personnel costs – time distribution

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

- 2.1. Reflect an after-the-fact distribution of the actual activity of each employee.
- 2.2. Account for the total activity for which each employee is compensated.
- 2.3. Prepared at least monthly and must coincide with one or more pay periods.
- 2.4. Signed by the employee and/or supervisor with first-hand knowledge of the employee's performed tasks.

3. Address, email, and phone changes

No later than 30 calendar days prior to any change, the ELC shall notify OEL of any changes in the ELC's telephone number (parent line and main line), email or physical address. Such notification shall be in writing and the ELC shall post notices regarding these changes to SharePoint/Coalitions Zone/Executive Services/ELC Changes.

AA. Policy Compliance

The agreement requires ELC compliance with the following referenced OEL Program Guidance and with any subsequent revisions, which are hereby incorporated by reference:

1. [Program Guidance 101.02 – Records Confidentiality Policy.](#)
2. [Program Guidance 202.80 – Early Learning Coalition Annual Report.](#)
3. [Program Guidance 240.01 – Cash Management.](#)
4. [Program Guidance 240.02 – Tangible Personal Property.](#)
5. [Program Guidance 240.03 – Collection of Delinquent Accounts.](#)
6. [Program Guidance 240.04 – School Readiness Funds Management.](#)
7. [Program Guidance 240.05 – Prior Approval.](#)
8. [Program Guidance 240.06 – Reimbursement Requests.](#)
9. [Program Guidance 240.10 – Travel.](#)
10. [Program Guidance 240.20 – Tracking Costs for Disaster.](#)
11. [Program Guidance 250.01 – Other Cost Accumulators \(OCAs\).](#)
12. [Program Guidance 300.01 – IT Security Manual.](#)
13. [Program Guidance 300.02 – MOU and Data Security Agreement.](#)
14. [Program Guidance 400.01 – Federal Poverty Guidelines / Sliding Fee Scale.](#)
15. [Program Guidance 404.01 – SR Transfers.](#)
16. [Program Guidance 420.02 – SR Quality Performance.](#)
17. [Program Guidance 440.10 – Match Reporting.](#)
18. [Program Guidance 440.50 – Wrap Rates.](#)
19. [Program Guidance 440.60 – Reporting State Expenditures on Teenage Parent Programs \(TAP\).](#)
20. [Program Guidance 508.06 – Requirements for VPK Director Credential.](#)

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21. [Program Guidance 508.20 – Prohibition Against VPK Providers and Schools Requiring a Child to Enroll for Supplemental Services as a Condition of Admittance in the VPK Program.](#)
22. [Program Guidance 508.21 – Prohibition Against VPK Providers and Schools Requiring Payment of a Fee or Charge for Services Provided in the VPK Program.](#)
23. [Program Guidance 508.22 – Prohibited Forms of Discrimination in the VPK Program.](#)
24. [Program Guidance 520.03 – Instructional Hours for the VPK Program.](#)
25. [Program Guidance 600.01 – Child Care Resource and Referral Program.](#)

BB. Prior approval requests

The ELC shall request and obtain prior written approval from OEL before purchasing select items of cost in compliance with 45 CFR §75.407 *Prior written approval*, and OEL Program Guidance 240.05 – Prior Approval.

CC. Prohibited entertainment costs

The ELC shall comply with 45 CFR §75.438 (2 CFR §200.438), Entertainment costs, which disallows entertainment costs including amusement, diversion, and social activities and any costs directly associated with such activities (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, gratuities).

DD. 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.).

EE. Prohibited lobbying costs

1. Pursuant to s. 216.347, F.S., no funds awarded under this agreement can be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes. In accordance with 2 CFR §200.415, *Required certifications*, each ELC must certify federal awards will not be used for lobbying.
2. If the ELC has or will pay any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal agreement, grant, loan or cooperative agreement, the ELC shall complete and submit [Standard Form – LLL, Disclosure Form to Report Lobbying](#), according to its instructions.
3. The ELC shall require the award documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and all subrecipients shall certify and disclose accordingly.
4. The certification at Exhibit IV is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. Pursuant to 31 U.S.C. 1352, the ELC is required to submit this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FF. Prohibited property purchases

The ELC may not expend funds appropriated for the SR Program, including matching funds, for the purchase or improvement of land; for the purchase, construction or permanent improvement of any building or facility; or for the purchase of buses. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities

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to ensure that providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.).

GG. Public entity crimes

1. Convicted vendor list

ELC's must attest to compliance with Sections 287.133(3)(a) and (b), F.S.

By signing the agreement, the ELC acknowledges it and any subcontractors or subrecipients receiving early learning program funds through the ELC are operating in compliance with this section and the ELC and any subcontractors are not disclosed on the [Florida Department of Management Services website](#). The ELC understands and agrees it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV. Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. Prior to contract or agreement execution, the ELC shall also verify no party to the agreement is on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The ELC shall maintain verification documentation.

2. Discriminatory vendor list

ELC's must attest to compliance with s. 287.134(2)(a), F.S.

By signing this agreement, the ELC hereby assures, through the duly-appointed authorized representative, that neither it, nor any ELC person or affiliate, has been placed on the convicted vendor list or discriminatory vendor list which can be found on the [Florida Department of Management Services website](#). The ELC understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV.

3. Scrutinized companies lists

A company on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#), F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. A company on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for a contract in any amount. See s. 287.135(2), F.S.

Any contract the ELC enters into or renews on or after July 1, 2018, for goods or services of \$1 million or more, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under s. 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. See s. 287.135(3)(b), F.S. Further, all contracts the ELC enters into or renews on or after July 1, 2018, must also contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In accordance with the provisions of s. 287.135(3) and s. 287.135(5), F.S., the ELC, by signing this Agreement, hereby certifies that the ELC and any actively-contracted company is not on

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the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria and is not participating in a boycott of Israel. The ELC further acknowledges and agrees that the OEL may immediately terminate this Agreement for cause if the ELC is found to have submitted a false certification or if the ELC is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

HH. Public records law compliance, access and confidentiality

1. All ELC records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the ELC to maintain records in a location accessible to the public.

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

**Office of Early Learning
250 Marriott Drive
Tallahassee, Florida 32399
(850)717-8550
PublicRecordsCustodian@oel.myflorida.com**

2. In accordance with s. 1002.97, F.S., the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by the ELC or OEL, are confidential and exempt from the provisions of s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
3. In accordance with s. 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under s. 1002.53, F.S., and any personal information contained in those records, are confidential and exempt from s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
4. The ELC 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.
5. The ELC shall allow access to SR and VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively.
6. The ELC shall provide the public with access to public records on the same terms and conditions that the Office would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
7. Pursuant to 2 CFR §200.336, *Access to records*, the ELC agrees to provide access by the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the ELC which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

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8. Representatives of the Office, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability (“OPPAGA”), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the ELC as they may relate to this agreement.
9. The ELC shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Office under this agreement.
10. The Office shall have the right to audit the ELC’s records and practices related to use and disclosure of confidential information. The ELC agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the ELC on behalf of, the Office available to the Office upon request.
11. The ELC shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

II. Records retention

The ELC shall document activities related to SR and VPK implementation, including administrative and reporting responsibilities. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 CFR §200.333, *Retention requirements for records*. The ELC shall maintain written or electronic documentation of transaction files, policies, processes, controls, and other detailed supporting records the ELC submits per OEL instructions and makes available for review upon request.

1. The ELC shall have/establish a proper accounting system in accordance with generally accepted accounting standards.
2. The ELC shall account for expenditures from SR and VPK funding separately. The ELC shall require the same of its subcontractors.
3. The ELC shall establish and maintain records related to eligibility, enrollment files, provider payments, ELC staff background screenings, and other documents required for implementing early learning programs.
4. The ELC shall establish a five (5) year records retention requirement for attendance and sign-in/sign-out records for all SR and VPK services. The ELC may not alter or amend SR attendance records after December 31 of the subsequent fiscal year. The VPK student enrollment count may not be amended for a prior fiscal year after the date specified in s.1002.71(3)(c), F.S.
5. To comply with generally accepted accounting procedures and practices, the ELC shall establish and maintain books, records, and documents, including electronic storage media and electronic records. Said procedures and practices shall be in a manner which sufficiently and properly reflects all revenues and funds.
6. The ELC shall maintain all accounts, records, and other supporting documentation for all SR and VPK services pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five (5) years from the submission date of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the agreement, whichever occurs last.

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7. The ELC shall ensure accounting records reflect the separation of all programs/activities the ELC administers or for which it receives funding. Records shall adequately identify with Other Cost Accumulators (OCA) the source and funding application for each program/activity. The ELC shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity.
8. The ELC shall require its subrecipients and subcontractors follow the same terms and conditions contained in this agreement. The ELC shall require its subrecipients and subcontractors to enter into and use appropriate nondisclosure agreements as necessary to maintain the data's confidentiality and security. See OEL Program Guidance 300.02 MOU and Data Security Agreement for required form. The ELC shall also require individuals who have access to such data to complete an individual nondisclosure form that the ELC or its contractor shall maintain on file.
9. The ELC shall comply with the records retention requirements in Florida. The [General Records Schedule GS1-SL for State and Local Government Agencies](#) includes the following requirements related to grant files for recipients:
 - 9.1 This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications, contracts, agreements, grant status, narrative, financial reports, and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.
 - 9.2 The length of retention for these records in Florida is five (5) years after the completion of the agreement, provided applicable audits have been released. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.
10. The ELC shall develop a procedure to maintain all personnel information relating to employee records and other supporting documentation a minimum period of five (5) fiscal years after the employee's separation or termination of employment. Employee records include, but are not limited to, employment applications, résumés, personnel action reports, correspondence, fingerprints, background screenings, educational background, performance evaluation reports, workers' compensation reports, copies of I-9 forms, benefits records, work schedules/assignments, training records, emergency contact information, and other related materials. The ELC shall retain any records needed beyond the stated retention to calculate postemployment benefits.

JJ. Renegotiation or modification

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

KK. Severability

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

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LL. Sponsorship/public announcements

1. The ELC agrees to comply with s. 286.25, F.S., and use the following statement in publicizing, advertising or describing the sponsorship of early learning projects the ELC fully or partially finances with state funds or funds from a state agency: “Sponsored by (name of organization) and the State of Florida, Office of Early Learning.” If the referenced sponsorship is in written material, the words “State of Florida, Office of Early Learning” shall appear in the same size letters or type as the ELC’s name.
2. The ELC agrees to comply with Public Law (P.L.) 103-333, s. 508, when the ELC issues statements, press releases, requests for proposals, bid solicitations, and other documents describing a project or program federal money funds in whole or in part. The law requires the ELC and its subrecipients to clearly state the percentage of the total cost of the program or project federal money will finance, the dollar amount of federal funds used for the project or program, and the percentage and dollar amount of the total cost of the project or program that non-governmental sources will finance.
3. PDG Required Statements for Publications – As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support, such as the following suggested language:

“This publication was made possible by Grant Number 90TP0004-01-00 from the Office of Child Care, Administration for Children and Families, U.S. Department of Health and Human Services.”

“The project described was supported by the Preschool Development Grant Birth through Five Initiative (PDG B-5) Grant Number 90TP0004-01-00 from the Office of Child Care, Administration for Children and Families, U.S. Department of Health and Human Services.”

Recipients also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Office of Child Care, the Administration for Children and Families, or the U.S. Department of Health and Human Services.”

MM. State and federal requirements

The ELC shall comply with its OEL-approved plan and applicable federal and state laws, rules, and regulations when expending funds it receives or earns under this agreement for early learning programs and services.

NN. Supplement, not supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of non-federal funds that would be available in the absence of federal funds, and in no case to replace those federal funds. Federal funds must supplement, add to, enhance, expand, increase, or extend the programs and services offered with state and local funds. Federal funds are not permitted to be used to supplant, take the place of, or replace the state and local funds used to offer those programs and services.

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OO. Termination of agreement

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

- 1. Termination for lack of funds.** If funds to finance the agreement become unavailable or if the federal or state governments withdraw or redirect funds upon which the agreement depends, OEL may terminate the agreement in writing with no less than 24 hours' notice. The ELC shall receive notice by certified mail with proof of delivery or in person with proof of delivery after being notified verbally by the OEL grant manager. OEL shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
- 2. Termination for cause.** In the event of termination of this agreement by OEL for cause, the ELC shall be liable for OEL's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link](#).
- 3. Termination for convenience.** OEL, by written notice to the ELC, may terminate the agreement in whole or in part when OEL determines, in its sole discretion, it is in the state's interest to do so. The ELC shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
- 4. After receipt of a notice of termination.** Except as otherwise specified by the Office, the ELC shall:
 - 4.1.** Stop work under the agreement on the date of and to the extent specified in the notice.
 - 4.2.** Complete performance of the work not terminated by the Office.
 - 4.3.** Take such action as may be necessary, or as the Office may specify, to protect and preserve any property related to the agreement which is in the possession of the ELC and in which the Office has or may acquire an interest.
 - 4.4.** Transfer, assign, and make available to the Office all property and materials belonging to the Office, upon the effective date of termination of the agreement. No extra compensation will be paid to the ELC for its services in connection with such transfer or assignment.
 - 4.5.** Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

PP. Travel and per diem

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

QQ. 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.

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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.
7. Purchase or lease of motor vehicles per section 287.14(3), F.S.

RR. Unauthorized alien(s)

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

SS. Warrant of ability to perform

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

TT. Whistleblower's Act

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

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EXHIBIT II

SCOPE OF WORK

A. General statement

1. Purpose and general information

This agreement establishes terms and conditions with which the ELC agrees to comply in exchange for federal and state funds from OEL. Within its service area, the ELC shall operate the VPK and the SR Programs, which include the CCR&R Network, the Inclusion Warm-Line Program, child eligibility and management of child care placements, and additional quality enhancement services. The ELC shall comply with federal and state statutes or rules superseding the provisions of this agreement.

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

2. Funding and budget

OEL shall notify the ELC of its funding allocations under the agreement by way of Notice of Award (NOA) which states the award period(s). Noncompliance with the terms and conditions of this agreement and the NOA may result in the ELC losing grant funds or the OEL suspending or terminating the agreement or disallowing costs. OEL has the authority to amend the ELC's NOA to reallocate funds.

3. Major goals

- 3.1.** Develop comprehensive, research-based, developmentally appropriate, state and local SR and VPK Programs, which involve the parent as the child's first teacher, serve as a preventive measure for children at risk of future school failure, and enhance the educational readiness of young children. The SR and VPK Programs should be of assistance to parents in preparing their children, who may be at risk, for educational success including, as appropriate, early care and education, health/developmental screening and referral.
- 3.2.** Make the SR and VPK Programs available to families, based on eligibility, in a variety of settings (e.g., private, faith-based, family child care, public) to meet each family's needs.
- 3.3.** Help eligible families afford quality early learning services.
- 3.4.** Enable eligible parents to participate in workforce training, pursue higher education, and remain in the workforce so they may achieve economic self-sufficiency.
- 3.5.** Offer training, technical assistance, consumer education, and information to SR and VPK Program providers and families about child development and other topics related to early learning and community resources, as appropriate.
- 3.6.** Facilitate a coordinated system of care for children impacted by these programs.
- 3.7.** Provide a statewide differential payment program for the SR Program (Quality Performance Incentives) that:
 - 3.7.1.** Increases payment rates for providers that exhibit quality per Rule 6M-4.500.
 - 3.7.2.** Incorporates local participation in supports that increase the quality of early learning experienced by children in the SR Program.
 - 3.7.3.** Generates statewide data used to target quality improvement.
- 3.8.** Assist and support VPK and SR providers' capacity to address and enhance each child's ability to make age-appropriate progress in an appropriate range of settings. This development should include, but not be limited to, language, cognitive, emotional, social, regulatory, and moral capacities.
- 3.9.** Ensure contracted providers are compliant with all statutes and rules governing the SR and/or VPK Program(s) and issuing corrective action for noncompliance.

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B. Terms and definitions

1. **Accountability Monitoring Report** – A report that identifies monitoring observations about the coalition’s overall administration and implementation of early learning programs in the areas of Coalition Governance (CG), Operations and Program Management (OPM), Child Care Resource and Referral (CCR&R), Educational Services Delivery (ESD), School Readiness (SR), Voluntary Prekindergarten (VPK), and Data Accuracy (DA). The report identifies if the coalition was compliant with service delivery and operational requirements. For non-compliant observations, the report identifies recommended corrective actions that may include questioned costs resulting in repayment by the ELC.
2. **Bright Beginnings Online Reporting System** – A Web-based online information system supported by the Office of Early Learning that houses the reporting system for the VPK Assessments. The system provides VPK administrators and teachers with a user-friendly tool to track children’s progress in attaining the skills based on the Early Learning and Developmental Standards: 4 Years Old to Kindergarten, inform instructional strategies, and provide assessment reporting for parents and other stakeholders.
3. **Child Care Authorization Form** – A form granting authorization for SR services, distributed from local referring agencies to families meeting requirements of SR priorities including:
 - 3.1 A child younger than 13 years of age from a family which includes a parent who is receiving temporary cash assistance under chapter 414, F.S. and subject to federal work requirements.
 - 3.2 An at-risk child younger than 9 years of age.
 - 3.3 A child of a parent who transitions from the work program into employment as described in s. 445.032 F.S. from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2 F.S.
 - 3.4 An at-risk child who is at least 9 years of age but younger than 13 years of age. An at-risk child whose sibling is enrolled in the school readiness program within an eligibility priority category listed in s. 1002.87 (1) (a) (b) (c)1 F.S. shall be given priority over other children who are eligible under this paragraph.
 - 3.5 A child of a parent who transitions from the work program into employment as described in s. 445.032 F.S. who is younger than 13 years of age.
4. **Child Care Resource and Referral (CCR&R) Network** – A free service for any family living in or preparing to move to Florida that helps families identify and select quality child care and early education programs and offers consumer education and community resources. ELCs provide resource and referral services for families and childcare providers in their local areas. These local resource and referral programs:
 - 4.1 Act as the “front door” to families, providing early learning information, referrals, and community resources.
 - 4.2 Verify legally operating provider information is up to date in its service area within the SSIS, in accordance with Rule 6M-9.300, F.A.C.
 - 4.3 Provide consumer education and other information regarding available community resources and financial assistance programs to all families, including those applying or recertifying for SR or VPK programs, families placed on the waitlist for services, and families with children who have disabilities or special healthcare needs.
 - 4.4 Offer start-up and on-going training and technical assistance for providers.
5. **Child Care Listing** – The customized list of child care providers that best meet a family’s needs generated from the Single Statewide Information System (SSIS).

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6. **Child eligibility** – The process of determining eligibility and managing child care placement services to allow eligible families and children to receive the determined level of child care services. The ELC or contracted subrecipient determines eligibility for the SR and VPK Programs and manages the families’ and children’s’ program participation.
7. **Classroom Assessment Scoring System (CLASS[®], CLASS)** – An observation-based program assessment instrument and associated system which measures teacher-child interactions. CLASS[®] is a registered trademark of Teachstone Training, LLC.
8. **Coalitions Services Portal** – The core component of the SSIS used to process the VPK and SR applications from the Family Portal and process provider applications, agreements, and attendance records from the Provider Portal
9. **Composite CLASS score** – A score determined by averaging 50% of CLASS observations by care level at a participating provider including each CLASS dimension except Negative Climate.
10. **Community Resources** – Refers to financial assistance programs that a family may be eligible for including School Readiness, Voluntary Prekindergarten, Temporary Assistance for Needy Families (TANF), Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special supplemental nutrition program for women, infants, and children (WIC), Head Start and Early Head Start, as well as any organization or service that a family may qualify for that will support the family’s financial independence, assist with developmental concerns and help fill an unmet need.
11. **Consumer Education** – Information and resources that assist an individual or family in making informed decisions regarding quality child care.
12. **Contracted Slot** – A child care slot established within a contract between the ELC or its subcontractor and SR provider guaranteeing funding, potentially at an increased provider payment rate.
13. **Data Universal Numbering System (DUNS)** – Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. The federal government’s Office of Management & Budget has adopted the use of the DUNS numbers to keep track of how federal grant money is awarded and disbursed.
14. **Department of Children and Families (DCF)** – State of Florida Department statutorily responsible for the administration of child care regulations throughout Florida.
15. **Direct services** – SR or VPK Program educational services that an approved contracted provider delivers.
16. **Disbursement** – Payment made in cash, by check, or via electronic means.
17. **Disenrollment** – Removing, either temporarily or permanently, a child from SR Program participation.
18. **Early Learning Coalition (ELC)** – Part of a system of statutorily-created local not-for-profit entities in Florida which implement early learning programs at the local level including, but not limited to, the SR, CCR&R, and VPK Programs.
19. **Family Engagement** – The systematic inclusion of families as partners in their child’s development, learning, and wellness, enabled by positive relationships between families and staff in coalitions and early learning programs.
20. **Family Portal** – The component of the Single Statewide Information System (SSIS) through which parents can, at a minimum, register for an account, prequalify for the SR Program, complete a SR application, complete a VPK application, request CCR&R services and manage their family account.

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- 21. Fiscal Monitoring Report** – Report which identifies monitoring observations about the coalition’s overall financial management of early learning programs in the areas of financial management systems, internal control environment, cash and revenue management, OEL SSIS reporting and reconciliation (if applicable), prepaid program items (if applicable), cost allocation and disbursement testing, travel, purchasing, contracting, and subrecipient monitoring. The report describes if the coalition was compliant with financial management requirements. For non-compliant observations, the report identifies recommended corrective actions which may include questioned costs resulting in repayment by the ELC.
- 22. Grant manager** – OEL’s employee responsible for enforcing the performance of agreement terms and conditions and the ELC’s employee responsible for compliance with the agreement terms and conditions. The grant managers serve as the primary point of contact for this grant through which agreement information flows between OEL and the ELC.
- 23. Inclusion Warm-Line Program** – A free support, information, and referral service regarding the inclusion of children with special needs and/or disabilities. This service is available to any early care and education provider or parent.
- 24. Obligations** – The amounts for orders placed, contracts awarded, services received, or for similar transactions during the agreement period, which will require payment during the same or a future period.
- 25. Office of Early Learning (OEL)** – OEL is the lead agency for the CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, SR, CCR&R, and VPK.
- 26. Other Cost Accumulator (OCA)** – Indicators for tracking state and federal fund expenditures.
- 27. Monitoring** – Actions, activities, and practices OEL uses to determine funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.
- 28. Notice of Award (NOA)** – The official legally binding award document issued to the ELC by OEL that: (1) notifies the ELC of the level of funding awarded under this agreement; (2) contains or references all the terms and conditions of the funding including the award service period, targeted funds and restrictions; and (3) provides the documentary basis for recording the obligation of funds awarded under this agreement in the ELC and OEL accounting systems.
- 29. Preschool Development Grant (PDG)** – Federal grant designed to fund states to conduct a comprehensive statewide birth through five needs assessment followed by in-depth strategic planning, while enhancing parent choice and expanding the current mixed delivery system consisting of a wide range of provider types and settings, including child care centers and home-based child care providers, Head Start and Early Head Start, state pre-kindergarten, and home visiting service providers across the public, private and faith-based sectors.
- 30. Prior approval** – OEL’s written approval evidencing consent before the ELC undertakes certain activities or incurs specific costs per 2 CFR §200 and OEL Program Guidance 240.05 – Prior Approval.
- 31. Program income** – Additional revenues available for grant purposes which have been earned as a result of a grant-funded activity or as a result of the grant agreement. Program income includes, but is not limited to, income from fees for services performed (e.g., background screening, training workshops), funds generated from the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds.
 - 31.1** Program income funds must be spent in the program period earned and before additional grant program funds are requested for reimbursement from OEL.

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- 31.2** Costs incident to the generation of program income may be deducted from the additional revenues to determine program income, provided these costs have not been charged to the award. Deductions of such costs require prior approval from the OEL.
- 32. Provider Portal** – The component of the Single Statewide Information System (SSIS) through which providers can, at a minimum, register for an account, complete a Form OEL-SR 20, Statewide School Readiness Provider Contract, complete an application for VPK, complete a Form OEL-VPK 20 Statewide Voluntary Prekindergarten Provider Contract and associated forms, complete their provider profile and annual update process, review and/or edit attendance rosters, and submit attendance rosters to the ELC for payment processing.
- 33. Quality Improvement Plan (QIP)** – A targeted 12 month plan to improve program quality using performance goals and strategies.
- 34. Quality Performance System (QPS)** – A web-based system funded by OEL where SR providers activate accounts and register for program assessments. The system uses data from the SSIS and provider input to create a record of each provider including their list of instructors, classrooms and classroom assignments. Additionally, providers on a QIP upload evidence of completion in the system to satisfy the QIP requirements.
See <http://earlylearningpfp.fldoe.org/>.
- 35. School Readiness child assessment** – The act of conducting an observation-based child assessment in accordance with OEL Program Guidance [420.02](#) and [Rule 6M-4.500, F.A.C.](#), using an OEL-identified child assessment instrument meeting the requirements set forth in s. 1002.82(2), F.S.
- 36. School Readiness Program Plan (Coalition Plan)** – The document outlining how the ELC will implement the delivery of SR in its local service area. Section 1002.85(2), F.S. and Rule 6M-9.115, F.A.C., specifies the plan's required components.
- 37. School Readiness (SR) Match Program** - The SR Match Program extends the provision of services to low income families at or below 200 percent of the federal poverty level as long as the income does not exceed 85% of the state median income. Local matching funds can be derived from local governments, employers, charitable foundations, and other sources so that Florida communities can create local partnerships focused on using the state and local funds for direct services and expanding the number of child care slots. To be eligible for funding, an early learning coalition must match state funds on a dollar-for-dollar basis. The Office shall establish procedures for the match program that shall include giving priority to early learning coalitions whose local match complies with federal CCDBG matching requirements. The program's annual budget, fund distributions, and policy decisions about administering the program are prepared at the state level. At the local level, ELCs make funding decisions, administer the program, manage contributions, and determine eligibility for families who want to participate.
- 38. School Readiness Program (SR)** – The SR Program offers financial assistance to eligible families for early childhood care and education so they can become financially self-sufficient and their young children can be successful in school in the future. The SR program is also responsible for the quality enhancement/improvement of early learning providers/practitioners.
- 39. Single Point of Entry (SPE)** – The process established under s. 1002.81(14), F.S. The SPE allows parents to access CCR&R services and to apply for SR and VPK Programs through the Family Portal. The SPE is the access point for the unified waiting list. If funding is not available, children eligible for the SR program will be placed on the uniform waiting list. SPE is part of the SSIS.
- 40. Single Statewide Information System (SSIS)** – The OEL-designated single statewide information system used to capture and provide critical information to early learning coalitions, parents, partners, and providers, consisting of the Family Portal, Provider Portal, and Coalition Services Portal.

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- 41. SR program assessment** – Required under F.S. 1002.82(2), an SR program assessment measures the quality of teacher-child interactions as evidenced by a CLASS composite score. CLASS composite scores are determined by averaging the dimensions of CLASS observations conducted in a random selection of 50% of birth to kindergarten entry classrooms by care level at a SR provider. Providers must meet a minimum threshold to be eligible for an SR contract.
- 42. Subrecipient** – A non-state entity which receives federal/state financial assistance directly from OEL or the ELC to provide goods and/or services which demonstrate the contract relationship characteristics which 2 CFR §200.330, *Subrecipient and contractor determinations*, describes.
- 43. Vendor/Contractor** – A dealer, distributor, merchant, or other seller providing goods or services required for the performance of the agreement. These goods or services may be for an organization's own use or for the use of beneficiaries of the agreement. 2 CFR §200.330, *Subrecipient and contractor determinations*, describes the characteristics defining a vendor/contractor relationship.
- 44. Voluntary Prekindergarten Education Program (VPK, VPK Program)** – A free educational program described in 1002.53, F.S., 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 September 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 in 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.
- 45. VPK Provider** – Within the ELC's county or multi-county region, a private prekindergarten provider eligible to deliver the school-year prekindergarten program under s. 1002.55 or the summer prekindergarten program under s. 1002.61; or a traditional public school or a charter school eligible to deliver the school-year prekindergarten program under s. 1002.63 or the summer prekindergarten program under s. 1002.61.
- 46. WELS** – The SaaS Web-based Early Learning System that serves as the early learning classroom support system. Data transfers between the QPS and WELS (Web-based Early Learning System) triggers WELS to randomly select 50% of birth to kindergarten entry classrooms by care level for observation in the required program assessment. CLASS observers enter observation data in WELS and generate a composite score for each provider that then transfers back to the QPS where it is viewable to the provider and system users.

C. Manner of service provision

The ELC shall perform the services of this subsection in accordance with the service period stated in the Notice of Award.

1. Website

- 1.1.** The ELC 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.
- 1.2.** The ELC's website home page shall clearly display CCR&R and family and provider services contact information, including phone numbers, hours of operation and a brief description of services available for families and providers, in accordance with Rule 6M-9.300(4)(b) F.A.C.
- 1.3.** The ELC shall maintain hyperlinks on its websites with the web addresses for the Family Portal and Provider Portal as designated by OEL.
- 1.4.** The ELC 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 coalition's home page of its website to get to the Family Portal and Provider Portal).
- 1.5.** The ELC will verify monthly its contact information on its webpage is accurate.

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- 1.6. The ELC shall notify OEL twenty-four (24) hours prior to any changes in its URL at Service.Desk@oel.myflorida.com.
- 1.7. The ELC shall notify OEL at Service.Desk@oel.myflorida.com within twenty-four (24) hours of an unintended service disruption in its URL.
- 1.8. The ELC shall notify OEL at Service.Desk@oel.myflorida.com forty-eight (48) hours prior to any planned disruption or maintenance in its URL.
2. **Single Statewide Information System (SSIS) and SPE data, reporting and security**
 - 2.1. The ELC shall utilize the Coalition Services Portal to process SR electronic applications and manage the SR waiting list in compliance with Rule 6M-4.300, F.A.C.
 - 2.2. The ELC shall utilize the Coalition Services Portal to process VPK electronic applications in compliance with Rule 6M-8.201, F.A.C.
 - 2.3. The ELC shall utilize the Coalition Services Portal to process provider accounts, SR and/or VPK contracts, attendance rosters, and payment processing.
 - 2.4. The ELC shall review submitted SR and VPK applications within twenty (20) calendar days of receipt.
 - 2.5. The ELC shall use the SSIS to verify and document each parent/guardian and child's potential eligibility in the "Waiting" status at least once every six (6) months based on the parent/guardian's last revalidation date.
 - 2.6. The ELC shall verify notifications of revalidation requirements are sent to families at least thirty (30) calendar days before the revalidation date. The ELC shall document families who do not revalidate eligibility are removed from the waiting list.
 - 2.7. The ELC shall designate at least one system administrator to manage coalition user and coalition administrator accounts (user accounts) for the Coalition Services Portal. The ELC shall manage user accounts at the local level. Only current staff members may hold user accounts and may not share accounts.
 - 2.8. The ELC shall use the OEL-established SSIS for managing the single point of entry process and waiting 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.
 - 2.9. The ELC shall verify and document, on a monthly basis, in OEL's SSIS the ELC includes all legally operating early learning providers within the ELC's service area listed in the DCF Childcare Administration, Regulation and Enforcement System (CARES).
 - 2.10. The ELC shall verify and document, on a monthly basis, the ELC reconciled its financial records for child care provider payments between the ELC accounting system and the statewide information system. The ELC shall reconcile within sixty (60) days after the close of each monthly reporting period.
 - 2.11. The ELC shall comply with all OEL standard codes and definitions for all early learning programs contained in the SSIS.
 - 2.12. The ELC shall comply with OEL Program Guidance 101.02 – Records Confidentiality.
 - 2.13. The ELC shall comply with OEL data correction requests or data cleansing activities within the agreed upon time frames.
 - 2.14. The ELC shall comply with any OEL-required data analysis, definition, and standardization activities within the agreed upon time frames.
 - 2.15. The ELC shall provide OEL permanent access to any server the ELC uses to locally host the SSIS to meet data reporting requirements and access to information the ELC or its contractors maintain.
 - 2.16. Once the SSIS is implemented, the ELC must have its local EFS instance migrated to the OEL's environment at the state primary data center, within 45 calendar days of receipt of

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notification from OEL.

- 2.17. The ELC shall communicate to OEL any enhancement requests to the OEL SSIS in writing to the SharePoint site until notified of a different process by OEL.
- 2.18. The ELC shall participate in SSIS conference calls.
- 2.19. The ELC shall communicate any SSIS-related issues to OEL's application and data services unit, service.desk@oel.myflorida.com, until notified of a different process by OEL.
- 2.20. The ELC shall ensure the security of all early learning program management data systems and the confidentiality of data stored in these systems. This includes data systems OEL provides and maintains and all other data systems the ELC purchases, contracts for or creates.
- 2.21. The ELC shall comply with the OEL Program Guidance 300.01 – IT Security Manual.
- 2.22. The ELC shall demonstrate due diligence in safeguarding its information resources pursuant to the Computer-Related Crimes Act, Chapter 815, F.S.
- 2.23. The ELC shall ensure each coalition employee, contracted individual(s), or other individual(s) with access to confidential information shall complete and sign [OEL's Memorandum of Understanding and Data Security Agreement](#) prior to having access to the confidential information. The ELC shall maintain a copy of the completed form. If the individual is not an ELC employee, the individual's place of employment shall maintain the form.
- 2.24. The ELC shall participate in routine OEL-conducted data security reviews.

3. Child Care Resource and Referral (CCR&R) Network

_____ **Initial here** if SR Program CCR&R services are performed directly by the ELC.

_____ **Initial here** if SR Program CCR&R services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient contract along with the executed grant agreement.

- 3.1. The ELC shall establish and maintain at least one CCR&R office in the ELC's county or multicounty region to provide information and access to child care, community resources and consumer information without showing preference or bias for or against any type of or individual child care provider. The ELC shall ensure staff are trained to assist parents on how to identify quality programs and in making informed choices in compliance with program requirements established by the state network office and Rule 6M-9.300, F.A.C.
 - 3.1.1. The ELC shall provide CCR&R office location(s) and hours of operation in [Exhibit V. ELC CCR&R Office Locations](#) and services in accordance with Rule 6M-9.300, F.A.C.
 - 3.1.2. If the CCR&R organization is closed at any time during standard business hours, the CCR&R organization shall provide a message on their family services phone line with its hours of operation and the contact information for an alternative organization that can assist families in an emergency situation, such as 211, or another organization that provides community resources to comply with Rule 6M-9.3(5)(c), F.A.C.
 - 3.1.3. The ELC shall provide, to all individuals requesting services and who do not decline, child care provider listings, information on financial assistance programs, community resources and consumer information within two (2) business days of the request date, and in the format requested by the individual. The child care provider listings shall consist of at least six (6) providers matching the criteria, outlined in Rule 6M-9.300(3)(b), F.A.C.
 - 3.1.4. The ELC shall maintain documentation of requests for services and responses to

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those requests for services. These may include phone records, office visit sign-in logs, customer intake forms for families and providers, completed customer surveys, and applications .

- 3.1.5.** The ELC shall ensure all CCR&R requests for child care listings, consumer education and community resources are properly entered into the SSIS. The ELC shall follow the CCR&R requirements as outlined in Rule 6M-9.00(6) F.A.C., OEL-established procedures outlined in the CCR&R Reference Guide, most current CCR&R guidance documents, and SISS User Guides on generating child care listings and providing consumer education and community resources to individuals requesting services. Information recorded in the SSIS for CCR&R customer data shall include:
 - 3.1.5.1.** The number of calls and contacts to the CCR&R by type of service requested;
 - 3.1.5.2.** Age of children or child's date of birth for whom services are requested;
 - 3.1.5.3.** Location, day, and time for needed child care services;
 - 3.1.5.4.** Type of program requested such as child care center, family child care home, before-school and after-school programs, summer recreation and summer day camp programs, and recreational facilities;
 - 3.1.5.5.** Child's special need, if applicable;
 - 3.1.5.6.** Family's primary language, if not English;
 - 3.1.5.7.** Reason for care; and
 - 3.1.5.8.** Other services offered by providers, as requested by the family.
- 3.1.6.** The ELC shall designate an OEL-certified CCR&R coordinator to serve as the point of contact for the state CCR&R network. To comply with Rule 6M-9.300(10)(b) F.A.C. ,the designated coordinator must be certified through successful completion of the CCR&R Coordinator Evaluation within four months of being designated or employed as the coordinator and following the completion of the CCR&R Specialist certification.
- 3.1.7.** The ELC shall notify OEL of changes of the designated CCR&R coordinator within five (5) working days of the change by updating a new CCR&R ELC Staff List (see Exhibit VI- List of Reports for SharePoint address), and submitting in writing to the CCR&R State Network manager.
- 3.1.8.** The ELC-designated coordinator or other CCR&R staff shall participate in OEL CCR&R conference calls and webinar trainings as scheduled. If the ELC-designated coordinator or other CCR&R staff cannot participate in a conference call or training, an ELC representative may review minutes from the conference call or training, as applicable. As ELC funds allow, designated CCR&R staff shall also attend OEL regional or statewide trainings.
- 3.2.** The ELC's CCR&R data shall identify all legally operating child care and early childhood education providers within its service area. These shall, if appropriate, include any child care, early learning, or school-age provider that is either licensed, registered, or has a qualifying exemption from licensure from the Department of Children and Families, including before-school and after-school programs, summer recreation and summer day camp programs and recreational facilities.
- 3.3.** The ELC shall, at a minimum, annually certify that provider information housed in the SSIS is updated and accurate. The request for updated information begins January 1 and ends May 31. Any updates made by a provider outside of this time period will have to be certified by the ELC within fifteen (15) calendar days of being submitted by the provider

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into the SISS. At a minimum, the ELC shall ensure the following information is updated for each provider:

- 3.3.1.** Contact information;
 - 3.3.2.** Gold Seal accreditation status;
 - 3.3.3.** Quality rating, if available;
 - 3.3.4.** Program schedule,
 - 3.3.5.** Ages served;
 - 3.3.6.** Group sizes and ratios;
 - 3.3.7.** Enrollment information;
 - 3.3.8.** Private pay rates charged;
 - 3.3.9.** Registration fees charged, if applicable;
 - 3.3.10.** Differential fees charged, if applicable;
 - 3.3.11.** Environment;
 - 3.3.12.** Special services offered;
 - 3.3.13.** Languages other than English spoken fluently by the provider's staff;
 - 3.3.14.** Transportation; and
 - 3.3.15.** Meal options.
- 3.4.** The ELC shall provide families and employers information and guidance on subsidy programs and other financial assistance including, but not limited to, the VPK Program, the SR Program, Head Start Programs, private funding programs, the federal child care and dependent care tax credit, consumer education and other statewide or local community resources.
- 3.4.1.** The ELC shall also develop and maintain a directory of community resources which, at a minimum, contains parent education programs, financial assistance programs including the temporary cash assistance program, and related community and social services resources. The directory may be maintained in a format, which best meets the coalition's needs. Resource directory elements shall include, but are not limited to, the following:
- 3.4.1.1.** Community services for each county within the CCR&R organization's service area;
 - 3.4.1.2.** Federal and state financial assistance programs;
 - 3.4.1.3.** Federal, state and local partners, including state agencies and social services organizations;
 - 3.4.1.4.** Child healthcare;
 - 3.4.1.5.** Child welfare and abuse;
 - 3.4.1.6.** Services for children with special needs or developmental disabilities, such as developmental screenings or assessments;
 - 3.4.1.7.** Resources provided by the Office of Early Learning or identified through collaboration with other entities; and
 - 3.4.1.8.** Other resources as needed and appropriate to the specific needs of the individual family.
- 3.4.2.** To comply with Rule 6M-9.300(3)(a), F.A.C. the ELC will assist all families requesting School Readiness, VPK or CCR&R with identifying local community resources, accessing consumer education, identifying summer camp programs, and identifying creative child care options or other special arrangements with providers.
- 3.4.3.** The ELC shall offer training and technical assistance to employers to improve their community child care resources, consumer education knowledge, and their ability to support working families.
- 3.5.** To comply with rule 6M-9.300(9)(a), F.A.C. the ELC shall provide technical assistance to

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existing and potential providers, as requested. Technical assistance may include information and resources regarding:

- 3.5.1.** Early learning program types and available services;
 - 3.5.2.** Health and safety requirements;
 - 3.5.3.** Available training and professional development opportunities;
 - 3.5.4.** Effective business practices to help providers maximize their ability to serve children and families; and
 - 3.5.5.** Initiating new child care services, including how to access information regarding zoning and local child care ordinances, program and budget development, becoming a licensed provider, and other resources as needed and appropriate to assist the provider.
- 3.6.** The ELC shall submit to OEL any data, plans, reports, and CCR&R specialist and coordinator evaluations necessary for administering the CCR&R program according to the requirements OEL establishes. At OEL's request, the ELC shall submit any data or reports necessary for ad-hoc reports. All reports shall conform to the timeline, content, and format OEL specifies. No later than last business day in August, the ELC shall annually submit an accessibility report pursuant to Rule 6M-9.300(4) F.A.C, identifying how CCR&R services are made available to all individuals within its service area, including individuals who have limited access to telephone services, internet services, or transportation including its plan for family engagement and community outreach. The report shall be submitted in the format designated annually by the Office.

4. Inclusion Warm-Line Program Services

_____ **Initial here** if Inclusion Warm-Line services are performed directly by the ELC.

_____ **Initial here** if Inclusion Warm-Line services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement with the executed grant agreement

- 4.1.** The ELC shall establish Inclusion Warm-Line services for receiving and responding to technical assistance requests related to the inclusion of children with disabilities and other needs. These services should include, at a minimum, a process for:
 - 4.1.1.** 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.
 - 4.1.2.** Identifying a specialized care team (parents, providers, CCR&R Specialists, Inclusion Specialists) to plan for any identified needs and follow up, if needed.
 - 4.1.3.** Referrals in accordance with Rule 6M-4.720 Screening of Children in the School Readiness Program.
- 4.2.** The ELC shall participate in OEL conference calls and webinar training as scheduled. If an ELC representative cannot participate in conference calls, an ELC representative must review minutes from the conference call. As ELC funds allow, designated staff shall also attend OEL regional or statewide training.
- 4.3.** The ELC's Inclusion Warm-Line staff shall provide onsite technical assistance when child care facilities and family child care homes request.
- 4.4.** The ELC shall maintain documentation for requests for Inclusion Warm-Line services and request for services responses. These include phone records, emails, office visit sign-in logs, completed surveys and assessments, follow-up assistance case notes, and accurately completed personnel activity reports.
- 4.5.** The ELC shall submit data, reports and staff evaluations for Inclusion Warm-Line services administration as OEL requires. The data and reports will conform to the timeline, content,

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format, and standard codes OEL specifies and shall include trainings facilitated, screenings completed, and any other relevant information used for making targeted technical assistance.

- 4.6.** The ELC's Inclusion Warm-Line staff shall collaborate with CCR&R staff to provide family supports that meet the needs of families of children with special needs, which may include:
- 4.6.1.** Providing relevant resources to families.
 - 4.6.2.** Offering technical assistance about policies and procedures regarding the Individual with Disabilities Education Act, the Americans with Disabilities Act, and/or referring families to other community partners.
 - 4.6.3.** Offering information that empowers parents to become partners in their child's learning.

5. School Readiness Program

5.1. SR Child eligibility

_____ **Initial here** if SR Program child eligibility services are performed directly by the ELC.

_____ **Initial here** if SR Program child eligibility services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

- 5.1.1.** The ELC shall determine eligibility for children to receive the determined level of child care services in accordance with s. 1002.87, F.S., and Chapter 6M-4, F.A.C.
- 5.1.2.** The ELC shall comply with s. 1002.87, F.S., to provide SR services to eligible children.
- 5.1.3.** Upon receipt of a Child Care Authorization Form for child care services for at-risk children or children of families receiving TANF or transitioning off TANF, the ELC shall act upon the Child Care Authorization Form within ten (10) calendar days of receipt to determine eligibility for SR services. The ELC shall validate the Child Care Authorization Form through direct contact with the referring entity. The ELC validation shall be documented in the SSIS and include the name of the contact person from the referring entity.
- 5.1.4.** The ELC shall make eligibility determinations for new and redetermination applicants within ten (10) calendar days of receipt of the application and supporting documentation.
- 5.1.5.** The ELC shall record the following data items in the SSIS which includes, but are not limited to, the following:
 - 5.1.5.1.** Child Care Authorization Form (if applicable).
 - 5.1.5.2.** Authorized care hours.
 - 5.1.5.3.** Eligibility period and redetermination date.
 - 5.1.5.4.** Child's age.
 - 5.1.5.5.** Residency.
 - 5.1.5.6.** U.S. citizenship/immigration status of child.
 - 5.1.5.7.** Family unit income.
 - 5.1.5.8.** Family unit size.
 - 5.1.5.9.** Maximum family unit income threshold.
 - 5.1.5.10.** Parent copayment.
 - 5.1.5.11.** Parent copayment reduction or waiver, if applicable.
 - 5.1.5.12.** Eligibility and billing groups.
 - 5.1.5.13.** Demographics.
 - 5.1.5.14.** Purpose for care.

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- 5.1.6.** The ELC shall verify, document, and maintain in the child file the citizenship and immigration status of SR participants. Participants must be determined U.S. citizens, U.S. noncitizen nationals, or qualified aliens. Note: These citizenship and immigration status verification requirements do not apply to children benefiting from programs subject to Head Start Performance Standards with combined Head Start and CCDF funding support.
- 5.1.7.** Upon determining eligibility, the ELC shall assist families with selecting providers, based on parental choice, and complete a payment certificate or other authorized notification which meets OEL requirements. To comply with the approved CCDF State Plan, the ELC shall use the child care payment certificate process for payments to eligible providers for SR Program services. If a parent chooses a provider the ELC has not yet determined eligible to provide SR services, the ELC shall coordinate with the provider to determine the provider's eligibility to provide SR services.
- 5.1.8.** Once a parent has selected a provider, the ELC shall provide the parent with the consumer statement that contains the following information:
 - 5.1.8.1.** Link to DCF CARES system where the parent can locate specific information about the selected provider, including health and safety requirements met by the provider, any licensing or regulatory requirements met by the provider, the provider's inspection and violation history, and any voluntary quality standards met by the provider.
 - 5.1.8.2.** A description of how CCDF subsidies are designed to promote equal access.
 - 5.1.8.3.** Instructions on how to submit a complaint through DCF's [hotline](#).
 - 5.1.8.4.** Instructions on how to contact local CCR&R for information regarding other community-based supports.
- 5.1.9.** The ELC or its designee must conduct internal file monitoring activities to ensure the accuracy of eligibility determinations in accordance with Rule 6M-4.208(1) F.A.C. All child eligibility documentation shall be maintained by the ELC.
- 5.2. Management of SR child care placements**
 - _____ **Initial here** if management of SR Program child care placements is performed directly by the ELC.
 - _____ **Initial here** if management of SR Program child care placements is contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.
 - 5.2.1.** The ELC shall manage child care services for each SR participant, and if applicable, provide case management for at-risk children.
 - 5.2.2.** The ELC shall determine and document all initial child eligibility and redeterminations.
 - 5.2.3.** The ELC shall verify and document the child care service to be delivered, including the correct care level by the approved provider, appropriate payment, and appropriate payment adjustments.
 - 5.2.4.** The ELC shall verify and document receipt and review of child care attendance records. The ELC shall conduct and document follow-up with SR participants and child care providers regarding child absences of five consecutive days with no parent contact once notified by the provider. Once notified by the provider a child has ten (10) unexplained absences during a total month of attendance, with no parent contact, the ELC shall send a notice of termination to the parent and SR

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provider at least two weeks prior to disenrollment pursuant to Rule 6M-4.200, F.A.C. If the authorized eligibility period ends in less than two weeks, the notice of disenrollment will be sent stating services will end the last day of the current eligibility period.

- 5.2.5.** Upon receiving notification by a SR provider an at-risk child, under the age of school entry, has an unexcused absence or seven consecutive days of excused absences, the ELC shall document any contact made with the provider, referring agency, and parent in the case file. An at-risk child may not be disenrolled from the program without the written approval of the Child Welfare Program Office of the Department of Children and Families or the community-based lead agency.
- 5.2.6.** The ELC shall verify and document the authorized provider received the required parent copayment or established a repayment plan in the event of a SR participant's transfer request.
- 5.2.7.** The ELC shall verify and document each child's eligibility no less than annually in accordance with s. 1002.84(7), F.S.
- 5.2.8.** The ELC shall manage child attendance and provider reimbursement including setting reimbursement rates in accordance with Rule 6M-4.500, F.A.C. Reimbursement rates and any subsequent changes to those rates shall be established in the ELC's approved School Readiness plan in accordance Rule 6M-9.115, F.A.C.

5.3. SR provider eligibility and contracting responsibilities

_____ **Initial here** if SR Program provider eligibility services are performed directly by the ELC.

_____ **Initial here** if SR Program provider eligibility services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

- 5.3.1.** The ELC shall conduct or cause to be conducted a program assessment or second program assessment in accordance with Rule 6M-4.740, F.A.C., on all SR providers notifying the ELC in accordance with Program Assessment Requirements Handbook, Form OEL-SR 740 (incorporated in Rule 6M-4.740, F.A.C.), and seeking to contract with the ELC to deliver child care services during the grant agreement service period.
- 5.3.2.** The ELC shall verify and determine eligibility of SR providers in accordance with the provider eligibility requirements detailed in Form OEL-SR 20, Statewide School Readiness Provider Contract and OEL Program Guidance 420.02 – SR Quality Performance.
- 5.3.3.** The ELC shall not impose additional eligibility requirements beyond those requirements detailed in Form OEL-SR 20, Statewide School Readiness Provider Contract and OEL Program Guidance 420.02 – SR Quality Performance.
- 5.3.4.** The ELC shall execute annually Form OEL-SR 20, Statewide School Readiness Provider Contracts, with eligible SR providers in accordance with Rule 6M-4.610, F.A.C.

5.4. SR program curriculum

The ELC shall monitor SR providers for compliance with Rule 6M-4.610, F.A.C. governing implementation of the OEL-approved curricula as listed in the Form OEL-SR 20, Statewide School Readiness Provider Contract.

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5.5. Developmental screening

_____ **Initial here** if SR Program developmental screening services are performed directly by the ELC.

_____ **Initial here** if SR Program developmental screening services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient or contractor agreement along with the executed grant agreement.

- 5.5.1.** The ELC shall establish and implement an age-appropriate developmental screening process for children age six (6) weeks to age of kindergarten eligibility which includes establishing a screening tool meeting the requirements of Rule 6M-4.720(2)(f)2., and (3), F.A.C. The process shall address and ensure parental notification of screening results in compliance with Rule 6M-4.720(2)(e), F.A.C., whether administered by the ELC, a contracted SR provider, or another contracted entity providing screening to children on behalf of the ELC.
- 5.5.2.** The ELC shall establish and implement an appropriate referral process for children with identified delays, suspected disabilities, or special health care needs. Such screening shall not be a requirement of entry into the SR Program and shall only be given with parental consent in accordance with s. 1002.84(5), F.S.
- 5.5.3.** The ELC shall coordinate with parents or providers to complete an initial screening within 45 days after the child's first or subsequent enrollment. If the ELC is coordinating with providers to complete screenings, the ELC shall notify providers of the required screening at least 30 days prior to screening due date.
- 5.5.4.** The ELC shall coordinate with parents or providers for subsequent screenings in accordance with Rule 6M-4.720(2)(f), F.A.C.
- 5.5.5.** If the ELC is coordinating with providers to complete the screening, the ELC will verify that the results of the screening have been received in writing or in the electronic tracking system within thirty (30) days of the screening due date.
- 5.5.6.** The ELC shall verify all screening score data is entered into an electronic tracking system within sixty (60) calendar days of the screening administration.
- 5.5.7.** The ELC shall document all efforts to have children initially screened within 45 days of enrollment. For each of the ELC's SR providers who have agreed in their Statewide School Readiness Provider Contract, Form OEL-SR 20, to conduct screenings for enrolled children in accordance with Rule 6M-4.720, F.A.C., the ELC shall include documentation of all records of screening notifications sent before the screening due date, documented attempts by the ELC to notify the provider of past due screenings, and any corrective actions implemented to address the non-compliance.
- 5.5.8.** If the ELC chooses to use the OEL-contracted developmental screening information system to electronically store developmental screening records of children served under the agreement, the ELC agrees to grant OEL unlimited access to screening data entered by the ELC into the contractor's information system.
- 5.5.9.** If the ELC uses an electronic system other than the OEL-contracted system to store screening records electronically, the ELC agrees to grant OEL unlimited access to the developmental screening data entered by the ELC into its information system and to provide that data upon request in a machine-readable format approved by OEL.

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5.6. SR Direct enhancement (quality) services

_____ **Initial here** if SR Program direct enhancement services are performed directly by the ELC.

_____ **Initial here** if SR Program direct enhancement services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

5.6.1. Pursuant to s. 1002.83(1), F.S., the ELC shall maintain direct enhancement services at the local level.

5.6.2. Direct enhancement services means services for families and children which are in addition to payments for the placement of children in the School Readiness Program.

5.6.3. Pursuant to s.1002.81(4), F.S., direct enhancement services for families and children may include:

5.6.3.1. Supports for providers, including quality enhancement/improvement supports.

5.6.3.2. Parent training and involvement activities, including activities to promote a higher level of family engagement.

5.6.3.3. Strategies to meet the needs of unique populations and local eligibility priorities, including supports for creating inclusive environments, support for serving diverse populations of children, support for trauma-informed care, and grants to incentivize serving these populations.

5.6.4. The ELC shall provide in its School Readiness Program Plan, via the Quality Activities and Services plan element, a detailed description of how it will deliver direct enhancement services in a manner consistent with the activities described in s.1002.89(6)(b), F.S. which can be measured by program assessment, professional development, and formative child assessment.

5.6.5. The ELC shall provide professional development support activities as defined by OEL's approved CCDF State Plan including conducting communities of practice, coaching, technical assistance, and training.

5.7. Quality Improvement Plan management responsibilities

For any SR Provider the ELC has, in accordance with Rule 6M-4.740, F.A.C., determined is required to complete a Quality Improvement Plan (QIP) as a condition to contracting with the Provider, the ELC shall manage the Provider's completion of the QIP in accordance with the Provider's Form OEL-SR20 Statewide School Readiness Provider Contract, Exhibit 3: Quality Improvement Plan Selection, and OEL Program Guidance 420.02 – SR Quality Performance.

5.8. Child assessment management and responsibilities

In accordance with OEL Program Guidance 420.02 – SR Quality Performance, for each SR Provider the ELC determines to meet minimum qualifications, and provider elects to conduct child assessment in accordance with the Provider's Form OEL-SR20 Statewide School Readiness Provider Contract, the ELC shall monitor for:

5.8.1. Child assessment compliance.

5.8.2. Minimum average of reliable child assessor compliance.

5.8.3. Ensuring only eligible children receive child assessments.

5.9. Transportation services

The ELC may contract for transportation services for children at risk of abuse or neglect who are participating in the SR Program, pursuant to Chapter 427, F.S., if authorized by OEL. The transportation services may only provide transportation to each child participating in the SR Program to the extent such transportation is necessary to provide

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child care opportunities which otherwise would not be available to a child whose home is more than a reasonable walking distance from the nearest child care facility or family child care home (s. 1002.93, F.S.).

5.10. Health and safety violations management

The ELC shall comply with the health and safety violation enforcement procedures outlined within the Form OEL-SR 20, Statewide School Readiness Provider Contract, Rule 6M-4.610, F.A.C., and Rule 6M-4.620, F.A.C.

6. SR Match Program

_____ **Initial here** if the ELC is not participating in the SR Match Program.

_____ **Initial here** if the ELC is participating in the SR Match Program.

_____ **Initial here** if SR Match Program services are performed directly by the ELC.

_____ **Initial here** if SR Match Program services are contracted to a subrecipient, including the responsibility of entering into donor contracts. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

- 6.1.** ELCs with committed matching funds may apply to participate in SR Match Program. Upon OEL acceptance of the application and receipt of SR Match funding on the ELCs NOA, the ELC agrees to comply with OEL Program Guidance 440.10 – Match Reporting.
- 6.2.** The ELC shall comply with OEL timelines and instructions to develop and submit for consideration a SR Match Program funding application for serving parents and children in the local service area.
- 6.3.** The ELC shall determine parent/guardian and child eligibility for SR Match funding. Initial eligibility is limited to low-income working parents whose family income does not exceed 200 percent of the federal poverty level as long as the income does not exceed 85% of the state median income.
- 6.4.** The ELC shall obtain and provide match for SR Match Program funds on a dollar-for-dollar basis. The ELC shall follow OEL Program Guidance 440.10 – Match Reporting to document receiving and expending SR Match contributions in the SSIS.
- 6.5.** The ELC must receive local SR matching funds before expending state matching funds.

7. Voluntary Prekindergarten Education Program

_____ **Initial here** if the ELC performs direct VPK child eligibility and management of placement services.

_____ **Initial here** if VPK child eligibility and management of placements are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

7.1. VPK Child eligibility and enrollment

- 7.1.1.** The ELC shall use the Family Portal as the source to receive applications for VPK Program participation.
- 7.1.2.** The ELC shall verify and determine child eligibility for VPK and VPK Specialized Instructional Services (VPK SIS) based on requirements of Rules 6M-8.201 and 6A-6.03033, F.A.C.
- 7.1.3.** The ELC shall ensure VPK SIS providers are approved by the OEL.
- 7.1.4.** Upon determining child eligibility, the ELC shall approve a Certificate of Eligibility. After the provider enrolls the child in their program the ELC shall finalize the enrollment in the Single Statewide Information System in accordance with 6M-8.201, F.A.C.
- 7.1.5.** The ELC shall administer the VPK Education Program as required by Chapter 6M-

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8 as well as Rules 6A-1.019433 and 6A-6.03033, F.A.C.

- 7.1.6.** The ELC shall complete and document the registration and application for each eligible VPK child as Rule 6M-8.201, F.A.C., establishes.
- 7.1.7.** The ELC shall coordinate with each school district in development of procedures for enrolling children in VPK programs offered by public schools.
- 7.1.8.** The ELC shall provide each parent access to information on all private and public school provider(s) delivering VPK in the county in which the child is enrolling. Provider profiles must include, at a minimum, the provider's services, curriculum, instructor credentials instructor-to-student ratio; and the provider's kindergarten readiness rate calculated in accordance with s. 1002.69, F.S., based upon the most recent available results of the statewide kindergarten screening.
- 7.1.9.** The ELC may not limit the number of students admitted by any private VPK provider for enrollment in the program.
- 7.1.10.** The ELC shall accept a school district's automated daily attendance reporting system for the purpose of transmitting attendance records in the SSIS format.
- 7.2. VPK Education Program management**
 - 7.2.1.** The ELC shall verify and document all child eligibility and reenrollment requirements as specified in Rule 6M-8.201, F.A.C. and Rule 6M-8.210, F.A.C.
 - 7.2.2.** The ELC shall verify and document VPK program service delivery, appropriate payment, and appropriate payment adjustments.
 - 7.2.3.** The ELC shall verify and document receipt and review of child attendance records.
 - 7.2.4.** The ELC shall follow the requirements of s. 1002.72, F.S., relating to child records in the VPK Education Program.
- 7.3. VPK Provider eligibility and contracting responsibilities**
 - _____ **Initial here** if the ELC directly performs VPK provider registration responsibilities.
 - _____ **Initial here** if the ELC contracts VPK provider registration responsibility to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.
 - The ELC shall:
 - 7.3.1.** Verify the VPK providers contracting with the ELC meet all eligibility 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. before executing Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract.
 - 7.3.2.** Verify all VPK providers are eligible to participate in the VPK Program and any provider removed from eligibility for 5 years is not contracted with until that time period expires.
 - 7.3.3.** Execute statewide Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract, provider contracts with eligible VPK providers.
 - 7.3.4.** Execute provider agreements with eligible VPK SIS providers as specified in Rules 6M-8.500 and 6A-6.03033, F.A.C.
 - 7.3.5.** Validate documentation submitted by the provider verifying the eligibility of providers to provide VPK programs and execute contract(s) timely.
 - 7.3.6.** Verify and document each VPK provider's (within the ELC's county or multicounty region) compliance with part V of Chapter 1002, F.S.
 - 7.3.7.** Notify OEL if the ELC determines a private provider's non-compliance with part V of Chapter 1002, F.S. which requires removal of VPK eligibility per s. 1002.67(4)(b), F.S. Notification shall include submission of completed template

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titled “Notice of Intent to Remove VPK Provider’s or Public School’s VPK Eligibility” to vpkquestions@oel.myflorida.com.

- 7.3.8.** Upon the direction of OEL, remove the private provider from eligibility to deliver the VPK Program and receive state funds under part V of Chapter 1002, F.S., for a period of five (5) years if a private prekindergarten provider fails or refuses to comply with part V of Chapter 1002, F.S., or if a provider engages in misconduct.

7.4. VPK Provider Kindergarten Readiness Rate

- 7.4.1.** The ELC shall verify if the kindergarten readiness rate of a contracted VPK provider falls below the minimum rate adopted in accordance with s. 1002.69(6), F.S. The VPK Provider Kindergarten Readiness Rate website, which includes provider improvement plans, can be found at <https://vpk.fldoe.org/Default2.aspx>.
- 7.4.2.** The ELC shall assign a staff member to register and serve as the administrator for the VPK Provider Kindergarten Readiness Rate website.
- 7.4.3.** If the provider’s kindergarten readiness rate falls below the OEL-adopted minimum rate as established in Rule 6M-8.601, F.A.C., the ELC shall require the private provider to submit a provider improvement plan for approval by the ELC, as applicable, and to implement the plan, pursuant to Rules 6M-8.700 and 6M-8.701, F.A.C.
- 7.4.4.** The ELC shall approve each private VPK provider’s improvement plan to ensure the plan meets the requirements of Rules 6M-8.700 and 6M-8.701, F.A.C.
- 7.4.5.** The ELC shall monitor each private VPK provider’s improvement plan to ensure that the provider has implemented the approved improvement plan.

7.5. VPK Pre- and Post-Assessment

- 7.5.1.** The ELC shall assign a staff member to register and serve as the administrator for [Bright Beginnings Online Reporting System](#) and assign additional staff as needed in accordance with Rule 6M-8.620, F.A.C.
- 7.5.2.** The ELC shall monitor private provider’s compliance with the VPK pre- and post-assessment in accordance with Rule 6M-8.620, F.A.C.
- 7.5.3.** The ELC shall review and approve or disapprove orders for VPK Assessment materials placed by VPK providers in accordance with Rule 6M-8.620, F.A.C.

8. Preschool Development Grant

_____ **Initial here** if PDG services are performed directly by the ELC.

_____ **Initial here** if any or all PDG services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

8.1. Plan for Implementation of Child Assessment Best Practices

The ELC shall submit the PDG Plan for Implementation of Child Assessment Best Practices by the due date and to the recipient listed in Exhibit VI of the Agreement, List of Reports. The ELC shall submit and obtain OEL approval of its PDG Plan prior to the expenditure of funds. The ELC’s PDG Plan shall describe:

- 8.1.1.** The ELC’s methodology for child assessment baseline and progress measures.
- 8.1.2.** How the plan aligns with best practices for child assessments as identified in OEL Program Guidance 420.02 – SR Quality Performance.
- 8.1.3.** Budget narrative detailing planned expenditures for provider training and/or one-time funding for technology for practitioners to support child assessment.

8.2. Professional Development Stipends for Practitioners

The ELC shall administer stipends to practitioners in accordance with the stipend model

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detailed in OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs).

D. Coalition administrative responsibilities

1. Early Learning Coalition School Readiness Program Plan (plan)

The ELC shall biennially submit the coalition School Readiness Program plan based on the requirements of s. 1002.85, F.S., and Rule 6M 9.115, F.A.C.

2. Cost allocation plan

The ELC shall comply with [OEL cost allocation plan guidance](#) and instructions and submit a cost allocation plan for OEL review and approval by May 15 of each fiscal year unless otherwise instructed by OEL.

3. Anti-fraud plan

The ELC shall submit an anti-fraud plan by June 30 of each fiscal year and implement the OEL-approved plan requirements in accordance with s. 1002.84(17), F.S., and Rule 6M-9.400, F.A.C.

4. Continuity of Operations Plan (COOP)

4.1. The ELC shall maintain a disaster recovery plan within its COOP for unforeseen circumstances whether they are natural or man-made disasters per s. 252.365, F.S.

4.2. The ELC shall submit a COOP update no later than October 1, 2019 and beginning May 1, 2020, each year no later than May 1.

5. Required match

5.1. The ELC shall secure and document the receipt and expenditure of local match funds required by the SR Match Program, if applicable, general appropriations act, state or federal law, the NOA, and in OEL Program Guidance – 440.10 Match Reporting. Match expenditures must occur between July 1, 2019 and June 30, 2020. Coalitions are encouraged to begin solicitation of match contributors as early as possible in the calendar year prior to the beginning of the fiscal year to secure match funding for the coming year.

5.2. The ELC shall submit its completed Local Match Reporting form each month with its invoice.

5.3. The ELC shall not pass match requirements on to parents or guardians of SR services recipients or SR providers.

6. Performance monitoring

6.1. ELCs shall monitor the activities of subrecipients as necessary and appropriate. Monitoring activities shall determine whether subrecipients use grant awards for authorized purposes in compliance with laws, rules, regulations, and the provisions of contracts or grant agreements.

6.2. The ELC shall submit a monitoring plan for subrecipients to OEL by the due date listed in Exhibit VI – List of Reports and upload the plan to SharePoint/Coalitions Zone/*ELC Name*/Accountability Document Exchange/Monitoring.

6.3. The ELC shall submit a written plan that shall include programmatic (including eligibility) and fiscal monitoring of all applicable subrecipients (including, but not limited to, central agencies and material service providers) on an ongoing basis, but not less than quarterly.

6.4. The ELC shall conduct subrecipient eligibility monitoring and shall address, at a minimum, the requirements in the most current Rule, the School Readiness Standard Eligibility Review Program Guide and the Voluntary Prekindergarten Standard Eligibility Review Program Guide identifies, including using all required elements in the guides and minimum sample sizes. The School Readiness Standard Eligibility Review Program and the Voluntary Prekindergarten Standard Eligibility Review Program guides are accessible on the OEL SharePoint Coalition Zone/Program Integrity/ Monitoring Guides/AS Monitoring Tools 2019-20. The ELC shall monitor the same SR and VPK child files within the sample

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for eligibility and payment validation criteria.

- 6.5. The ELC shall conduct fiscal monitoring including, at a minimum, the activities detailed in the [OEL Financial Monitoring Tool](#). These activities shall include, but are not limited to, regular contact with subrecipients, desk reviews, and site visits.
- 6.6. The ELC shall monitor SR Program providers in accordance with its plan and Rule 6M-4.630, F.A.C., to verify the providers meet the standards prescribed in ss. 1002.82, 1002.84(15) and 1002.88, F.S.
- 6.7. The ELC shall develop written policies, procedures, and standards for monitoring VPK Program direct service providers.
- 6.8. The ELC shall develop written policies, procedures, and standards for monitoring vendor contracts. This requirement does not apply to contracts with SR or VPK Program direct service providers.

7. Reporting requirements

- 7.1. The ELC shall provide all reports listed in Exhibit VI of the Agreement, List of Reports by the due date and to the recipient listed for each report.
- 7.2. The ELC shall use the uniform chart of accounts for reporting budget and expenditure reports pursuant to s. 1002.82(2)(c), F.S. (Reference D. 1.).
- 7.3. The ELC shall complete TAP reporting requirements in accordance with OEL Program Guidance 440.60 – Reporting Expenditures on Teenage Parent Programs (TAP).
- 7.4. The ELC shall submit all data or reports necessary to comply with the following ACF reporting requirements for SR Programs: ACF-403, ACF-404, ACF-696, ACF-800, ACF-801, ACF-118, and data requirements as OEL defines.
- 7.5. At OEL's request, the ELC shall submit any data necessary for ad-hoc reports for administering the SR, VPK, Inclusion Warm-Line, CCR&R Programs, SRPA, and PDG requirements. All data and/or reports shall conform to the timeline, content, format, and standard codes OEL specifies.
- 7.6. The ELC shall submit to OEL any data, reports necessary for administering the SR Program and the VPK Program according to the requirements OEL establishes regarding direct enhancement. All reports shall conform to the timeline, content, and format OEL specifies. Any agreement the ELC executes for services where a third party will create and/or store ELC data in the third party's data system as a result of the agreement shall include a requirement that the third party shall, upon receipt of a request by OEL, share that data with OEL directly in a machine readable format approved by OEL.
- 7.7. If a report's due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

8. Prompt payment to School Readiness providers

The ELC shall make payments to School Readiness providers within twenty-one (21) calendar days of the close of each month for services rendered during the prior month except as provided under law or contract.

9. Management of provider inactivation codes on the SSIS

The ELC shall accurately record in the SSIS the reason for a provider's inactivation. When recording termination codes in the SSIS, the ELC shall use the OEL-approved standard code that best describes and documents the inactivation reason.

10. SharePoint access

The ELC shall ensure appropriate staff have the needed access to the ELC's Coalition Zone SharePoint site at the permission level necessary to perform the tasks assigned to the staff member as required in the agreement. The ELC SharePoint administrator shall request access for ELC staff by providing the name, phone number, and email address to the OEL service desk at

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the following location service.desk@oel.myflorida.com. Once an account is created, the ELC administrator shall assign permissions levels to the ELC's SharePoint site in accordance with the security requirements set forth in OEL Program Guidance 300.01 – IT Security Manual.

E. Deliverables

Deliverable	Minimum Performance Levels	Due Date
One full month of SR Program services tied to the Coalition operating within the hours specified in the Exhibit VII and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 - Other Cost Accumulators (OCAs).	The ELC shall comply with federal and state program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the SR Program. Direct services for eligible children will be the highest expenditure priority. No more than 5 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for administrative activities. No more than 22 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for any combination of administrative costs, quality activities, or non-direct services. The NOA OEL will issue to the ELC subsequent to the execution of the agreement will include specific quality targeted funds (s. 1002.89(5), F.S.). No less than 78 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended to meet specified families' child care needs. The 78 percent calculation includes direct service OCA expenditures as defined in the OEL Standard Codes and OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), applicable Gold Seal OCA expenditures, and local match.	Services begin at agreement start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.
One full month of VPK Program services tied to the Coalition operating within the hours specified in Exhibit VII and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 - Other Cost Accumulators (OCAs).	The ELC shall comply with state program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the VPK Program. The ELC may expend no more than 4 percent of the funds paid by the ELC to private prekindergarten providers and public schools for VPK administrative costs. The ELC may use such funds only for administering the VPK Program and not for SR or other programs (s. 1002.71(7), F.S.).	Services begin at agreement start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.

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Deliverable	Minimum Performance Levels	Due Date
One month of PDG services tied to the Coalition operating within the hours specified in Exhibit VII and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 - Other Cost Accumulators (OCAs).	The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer PDG services. The ELC shall expend no more than the maximum allocation for PDG administrative services as specified on the NOA. The ELC shall expend no more than the maximum allocation for PDG local grants to support child assessment best practices as specified on the NOA. The ELC shall expend no more than the maximum allocation for PDG stipends as specified on the NOA.	Services begin at agreement start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.

F. Method of payment and reimbursement requirements

1. Reimbursement request requirements

- 1.1.** OEL shall make payment to the ELCs according to s. 215.422, F.S., Rule 69I-40, F.A.C. which govern time limits and requirements for payment of vouchers by state warrant. The expenditure of funds must be authorized by law and must meet the intent and spirit of the law authorizing the payment.
- 1.2.** The ELC shall submit monthly reimbursement requests for allowable expenditures no later than twenty five (25) calendar days following the last day of the previous month.
- 1.3.** The ELC shall base the requests on actual allowable expenditures used to complete the required tasks. Reimbursement requests should also identify the services performed by including unduplicated number of children served during the reporting period for all direct services.
- 1.4.** The ELC shall submit reimbursement requests to the OEL grant manager for approval in compliance with the most recent version of OEL Program Guidance 240.06 – Reimbursement Requests.
- 1.5.** The ELC shall provide sufficient detail, as the OEL reimbursement request instructions describe, for OEL to comply with federal and state reporting requirements and pre-/post-audit requirements.
- 1.6.** The ELC shall reconcile all expenditures submitted for reimbursement to the ELC's accounting system.
- 1.7.** The ELC shall comply with OEL Program Guidance 240.01 – Cash Management and other instructions OEL establishes to institute local ELC cash management procedures, including the reimbursement request format and submission requirements.
- 1.8.** Failure to follow reimbursement request requirements may result in the ELC not receiving reimbursement or receiving a delayed reimbursement.
- 1.9.** On June 30 of each year, OEL will certify outstanding obligations by certified forward budget in compliance with s. 216.301, F.S. Refunds submitted after June 30 for the prior award year do not restore budget or provide certified forward budget. OEL shall pay reimbursement requests submitted after June 26 for the prior award year, for which no certified forward budget remains, from the current award. The certified forward budget reverts on September 30 each year and is not available after that date for paying reimbursement requests.

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2. Final reimbursement request

- 2.1. The ELC shall submit a final reimbursement request for use of certified forward funds for a prior fiscal year no later than September 20 following the award period ending, unless otherwise authorized.
- 2.2. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC's accounting system and shall maintain supporting documentation for all expenditures. The ELC shall make corrections as necessary.
- 2.3. The ELC shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the OEL Uniform Chart of Accounts and the ELC's general ledger and shall use the appropriate program and OCA to identify them.
- 2.4. OEL may monitor the agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.

3. Advance payment request

- 3.1. The ELC may request approval from OEL for release of advanced funds to the ELC based on the ELC's projected cash needs.
- 3.2. All requests, repayment, and reconciling for funding advances shall be in accordance with OEL Program Guidance 240.01 – Cash Management and Rule 6M-8.205, F.A.C.
- 3.3. The Executive Office of the Governor's budget authority issuance to OEL determines when OEL will approve an initial advance for the fiscal year.
- 3.4. Advances shall be reconciled monthly to the ELC's projected cash need. The OEL may require adjustment to the advance if the advance substantially exceeds the projected cash need for two (2) consecutive months.

4. Interest income

- 4.1. Unless OEL otherwise authorizes, the ELC shall invest the funds it receives under this agreement in secure, interest-bearing accounts.
- 4.2. The ELC shall comply with s. 216.181(16)(b), F.S., and 2 CFR §200.305(8), *Payment*, and earn interest on the invested funds.
- 4.3. The ELC shall comply with OEL Program Guidance 240.01 – Cash Management and 2 CFR §200.305(9), *Payment*, and return interest income to OEL. All interest income earned on VPK funds must be returned to OEL. Interest earned on SR funds in excess of \$500 each program year must be returned to OEL.

5. Budget

- 5.1. The ELC shall prepare a budget for the NOA in accordance with OEL Program Guidance 240.06 – Reimbursement Requests.
- 5.2. The ELC shall submit to the grant manager for review and approval the budget on the Budget Allocation by Other Cost Accumulators (OCA) form.
- 5.3. The initial Budget Allocation by OCA shall reconcile to the annual Budget Report.
- 5.4. The ELC's OEL-approved Budget Allocation by OCA may be amended as needed, subject to review and approval by the OEL grant manager.
- 5.5. If the ELC proposes a budget amendment which affects the School Readiness Program Plan, the ELC shall seek and receive OEL's approval of a plan amendment before the ELC may implement the budget amendment or expend funds related to the amendment.

6. Return of funds

- 6.1. Upon OEL's final determination of overpayments or disallowed costs under federal or state law, regulation, or rule, the ELC shall return to OEL any overpayments or disallowed costs within forty (40) calendar days of OEL issuing a written notice to the ELC or other timeframes in compliance with OEL Program Guidance 240.01 – Cash Management.

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- 6.2.** In the event the ELC overpays a subrecipient or contractor or the subrecipient or contractor incurs a disallowed cost and the ELC cannot recover it, the subrecipient or contractor account becomes delinquent. After exercising due diligence, OEL Program Guidance 240.03 – Collection of Delinquent Accounts allows the ELC to request OEL report a delinquent account to DOE and in turn DFS. The ELC shall execute and deliver to OEL all documents necessary to report a delinquent account and secure repayment. The ELC requesting OEL report a delinquent account shall make the request to OEL no later than thirty (30) days from determining the ELC cannot recover the delinquent account in accordance with OEL Program Guidance.

7. Expenditure targets and restrictions

7.1. School Readiness Program

- 7.1.1.** The ELC shall comply with federal and state program fund limitations, unless OEL expressly provides a waiver.
- 7.1.2.** The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the SR Program.
- 7.1.3.** The ELC shall ensure direct services for eligible children are the highest expenditure priority.
- 7.1.4.** No more than 5 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for administrative activities.
- 7.1.5.** No more than 22 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for any combination of administrative costs, quality activities, or non-direct services.
- 7.1.6.** No less than 4 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended on quality activities in accordance with s. 1002.89(5), F.S.
- 7.1.7.** The NOA OEL will issue to the ELC subsequent to the execution of the agreement will include specific infant and toddler quality targeted funds (s. 1002.89(5), F.S.)
- 7.1.8.** No less than 78 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended to meet specified families' child care needs. The 78 percent calculation includes direct service OCA expenditures, as defined in the most recent version of the OEL Standard Codes and OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), applicable Gold Seal OCA expenditures, and local match.
- 7.1.9.** The NOA OEL will issue to the ELC subsequent to the execution of the agreement may include additional specific instructions for targeted funds and/or restrictions in accordance with Program Guidance 250.01 – Other Cost Accumulators (OCAs).
- 7.1.10.** The NOA OEL will issue to the ELC subsequent to the execution of the agreement will include a specific allocation to perform program assessments in accordance with Program Guidance 420.02 – SR Quality Performance and 250.01 – Other Cost Accumulators (OCAs).

7.2. VPK Education Program

The ELC may expend no more than 4 percent of funds paid by the ELC to private prekindergarten providers and public schools for VPK administrative costs. The ELC may use such funds only for administering the VPK Education Program and not for SR or other programs (s. 1002.71(7), F.S.).

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7.3. Professional Development Grant

- 7.3.1.** The ELC shall expend no more than the maximum allocation for PDG administrative services as specified on the NOA.
- 7.3.2.** The ELC shall expend no more than the maximum allocation for PDG local grants to support child assessment best practices as specified on the NOA.
- 7.3.3.** The ELC shall expend no more than the maximum allocation for PDG stipends as specified on the NOA.

8. Financial consequences

- 8.1.** The ELC agrees if the requirements of this agreement are not timely and satisfactorily performed, the ELC shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.
- 8.2.** The ELC shall ensure 100% of the deliverables identified in Exhibit II are performed pursuant to agreement requirements, and as described in Exhibit II, Section E. Deliverables. Failure to correctly, completely, or adequately perform these major deliverables as described in Exhibit II, Section E. Deliverables will trigger a financial consequence and the following actions will occur:
 - 8.2.1.** The OEL grant manager will notify the ELC it has failed to correctly, completely, or adequately perform these major deliverables and identify the deficiency or deficiencies. Upon receipt of this notification, the ELC has fourteen (14) calendar days to submit a Corrective Action Plan (CAP) to the OEL grant manager which addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the OEL grant manager.
 - 8.2.2.** In the event the ELC fails to submit the CAP timely, beginning the 15th day after notification by the OEL grant manager of the deficiency, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each business day the CAP is not submitted.
 - 8.2.3.** The OEL grant manager shall review the ELC's CAP and provide approval or disapproval in writing to the ELC within five (5) business days. If disapproving, the response from OEL shall include details of the CAP deficiencies requiring correction before the CAP can be approved.
 - 8.2.4.** In the event the ELC fails to correct an identified deficiency within the approved time period specified in the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each business day the deficiency is not corrected.
 - 8.2.5.** In the event the ELC does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the deficiency is not corrected.

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EXHIBIT III AUDIT REQUIREMENTS

ELC Name: Early Learning Coalition of North Florida

Grant Number: EL430

Estimated funding/grant program(s): \$32,653,608

Grant Relationship: OEL has identified the ELC as a subrecipient

For all subrecipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the following audit requirements apply:

☒ Federal Single Audit Act ([2 CFR 200 Subpart F](#))

☒ Florida Single Audit Act ([s. 215.97, F.S.](#))

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

A. Accounting and auditing requirements

1. During the course of any state fiscal year, the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives may review operations of and records from the ELC.
2. Any of the above-listed reviews may identify questioned costs. The ELC shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04, F.S., and 2 CFR §200, require ELCs to repay disallowed federal and state program costs. Contractors/grantees may not pay disallowed costs with federal grant, state grant, or matching funds.
3. The ELC agrees 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 ensure compliance with federal requirements and 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 staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the ELC agrees to comply and cooperate with any monitoring procedures/processes OEL deems appropriate. The ELC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives.

EXHIBIT III

AUDIT REQUIREMENTS

2. **Related party disclosures.** The ELC shall ensure 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 ELC shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The ELC shall keep these work papers onsite as part of its financial records and shall provide a copy to OEL as part of the financial reporting package as instructed in section C.4. Report Submission, below.
4. **Internal controls – annual self-assessment.** The ELC must perform an internal controls self-assessment using OEL's annual Internal Control Questionnaire (ICQ) Survey Form. The ELC shall provide a copy of the completed annual ICQ to OEL, as instructed below, by August 31 of each grant award period unless OEL provides other written instructions.
 - 4.1. The annual ICQ will help the ELC document 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 ELC properly records and accounts for transactions.
 - 4.1.2. The ELC executes transactions in compliance with laws, regulations, and contract provisions.
 - 4.1.3. The ELC 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 will provide the annual ICQ form in electronic format to the ELC by July 1 of each award period, unless OEL makes other arrangements. Each ELC shall submit the completed ICQ and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI – List of Reports. If the ELC does not have access to the OEL SharePoint site, OEL will provide alternative written instructions.

C. Audits

1. Federally-funded

This section is applicable if the ELC is a state or local government or a non-profit organization as defined in 2 CFR §200. A website which 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 which 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).

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AUDIT REQUIREMENTS

- 1.2.** The Office's Notice of Award indicates federal resources awarded through the Office by this agreement. In determining the federal awards expended in its fiscal year, the ELC shall consider all sources of federal awards, including Federal resources received from the Office. 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 if 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 ELC shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to the OEL grant award(s), agreement(s) or contract(s) involved.
 - 1.2.2.** The audit procedures and Single Audit reports must include OEL's annual financial and programmatic monitoring report results, as applicable.
- 1.3.** The ELC 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 thirty (30) days after receipt or nine months after the fiscal year's end of the audit period.
- 1.4.** If the ELC expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the ELC still elects to have an audit conducted in accordance with the provisions of 2 CFR §200, 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 ELC 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 by this agreement. In determining the State awards expended in its fiscal year, the ELC shall consider all sources of State awards, including State resources received from the Office.
- 2.2.** In the event the ELC expends \$750,000 or more of state financial assistance in any fiscal year, the ELC must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C., Chapter 10.550 – Local Government Entity Audits or Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 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, 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.

EXHIBIT III

AUDIT REQUIREMENTS

- 2.4.** If the ELC expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the ELC 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 ELC 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 which 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 the audit firm test the Coalition's monthly reconciliation of its financial records to the SSIS. The auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) that the Coalition staff performs this reconciliation monthly; (b) that the Coalition has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Coalition'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 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 Coalition will receive notice of such in the OIG's annual Management Decision.
- 3.3.** All funds administered by the Coalitions must be included in the audit coverage. This includes funds provided to any auxiliary entity over which the Coalition 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 Coalition'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 ELC'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 ELC directly to each of the addresses indicated.
- 4.2.** Submit one electronic copy of the financial reporting package and files described above in Sections B.3. to the Office at the following address:

EXHIBIT III
AUDIT REQUIREMENTS

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/
2019-20 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 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: <https://flauditor.gov/>

The ELC shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the ELC 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.

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

By: _____
Authorized ELC Representative

June 12, 2019
Date

☐ By Electronic Signature

Dawn E. Bell/C.E.O.
Print Name/Title

EXHIBIT IV
Certifications and Assurances

Certifications and Assurances Form

Authority for data collection – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75, and 1002.82, F.S.

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

Certification:

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

ELC of North Florida	EL430	Dawn E. Bell/C.E.O.
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Typed ELC Name

Grant Number

Typed Name/Title of Authorized Official

I certify the ELC will adhere to each of the Certifications and Assurances outlined in this exhibit for participation in federal and state programs as applicable to the agreement.

	June 12, 2019	9043422267
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Signature (must be original)

Date

Area Code/Telephone Number

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

EXHIBIT IV

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

I. Federal certifications – applicable to all entities as noted

- A.** Cost allocation plan or indirect cost rate proposal.
- B.** Proper expenditure reporting.
- C.** Smoking Prohibitions (Pro-Children Act of 2001).*
- D.** Status as a non-major corporation.
- E.** Debarment, suspension, and other responsibility matters.*
- F.** Drug-Free Workplace. * - *applies to purchases of services of \$100,000 or more*
- G.** Environmental Tobacco Smoke Certification
- H.** Filing and payment of taxes.*
- I.** Lobbying.* - *certification applies to purchases of \$100,000 or more*

**applies to all vendor/contractor and subrecipient agreements, contracts and awards*

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

- A.** Assurances – The Transparency Act (as defined by 2 CFR Part 170).
- B.** Other miscellaneous/general disclosures.
- C.** CCDF Salary Cap annual testing requirements.
- D.** Restrictions on funding ACORN.
- E.** Separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54).
- F.** Subrecipient monitoring.
- G.** Immigration status.
- H.** Standards of conduct.
- I.** Clean Air Act (42 U.S.C. 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.).* - *applies to purchases of \$150,000 or more*
- J.** Conflicts of Interest. *
- K.** Contract Work Hours and Safety Standards Act.*
- L.** Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).*
- M.** Davis Bacon Act, as amended (40 U.S.C. 276a, et seq.).*
- N.** DUNS number – Data Universal Numbering System.
- O.** Equal Employment Opportunity (EEO).*
- P.** Procurement of recovered materials.*
- Q.** Procurements and other purchases.
- R.** Property.
- S.** Purchase of American-Made Equipment and Products.*
- T.** Reporting of matters related to recipient integrity and performance.
- U.** System for Award Management (SAM) Unique Entity Identifier Requirements.
- V.** Trafficking Victims Protection Act of 2000 (TVPA).

**applies to all vendor/contractor and subrecipient agreements, contracts and awards*

EXHIBIT IV

Certifications and Assurances

III. Federal certifications – applicable to all entities

A. Cost allocation plan or indirect cost rate proposal

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required Certifications*, the ELC must certify the submitted cost allocation plan (CAP) or indirect cost rate proposal, as instructed by OEL.*

*Note: OEL's current cost allocation plan guidance instructs 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.

B. Proper expenditure reporting

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

“By signing this report, I certify to the best of my knowledge and belief the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware 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. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

C. Smoking Prohibitions (Pro-Children Act of 2001)

The ELC certifies compliance with Title XX of Public Law 103-227, the Pro-Kids Act of 1994, (as amended by The [Pro-Children Act](#) of 2001, 42 U.S.C. 7181 through 7184). Smoking may not be permitted in any portion of facilities where federally funded children's services are provided or administered. Failure to comply with provisions of this law may result in civil monetary penalty of up to \$1,000 per day.

D. Status as a non-major corporation

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required Certifications*, the ELC must certify whether it meets 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 ELC certifies that it is:

☒ The ELC is not a major nonprofit organization.

☐ The ELC is a major nonprofit organization.

If the ELC determines it qualifies as a major non-profit organization, it shall contact OEL for additional instructions.

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

THE FOLLOWING DOCUMENTS REQUIRE SIGNATURE. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL AND SIGNED.

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E. Debarment Certification - Lower Tier

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion—
Contracts/Subcontracts**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

Instructions

1. Each Contractor **whose contract/subcontract equals or exceeds \$25,000 in federal funds must sign** this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Office of Early Learning cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance was placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of these regulations.
5. The Contractor agrees by submitting this Certification that, it shall not knowingly enter into any Subcontract with a person who is proposed for debarment under 48 CFR part 9,

EXHIBIT IV
Certifications and Assurances

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract, unless authorized by the federal government.

6. The Contractor further agrees by submitting this Certification that it will require each Subcontractor of this Contract/Subcontract, whose payment will equal or exceed \$25,000 in federal funds, to submit a signed copy of this Certification.
7. The Office of Early Learning may rely upon a certification of a Contractor that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous.
8. The signed Certification must be kept in the Contract Manager's file. The Subcontractor's Certification must be kept at the Contractor's business location.

Certification

1. The prospective Contractor certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Signature of Authorized Certifying Official: _____

Printed Name:	_____ Dawn E. Bell _____
Title:	_____ C.E.O. _____
Date:	_____ June 12, 2019 _____

EXHIBIT IV
Certifications and Assurances

F. Drug-free Certification

**CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

INSTRUCTIONS

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the Contract is entered into. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the Contract takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
4. If the workplace identified to the Office of Early Learning changes during the performance of the Contract, the Contractor shall inform the Contract Manager of the change(s), if it previously identified the workplaces in question.
5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work

EXHIBIT IV

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under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

The Contractor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee'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 about --

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
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 grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
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 calendar days after such conviction;

(e) Notifying the Office of Early Learning in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), 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; or
2. 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;

EXHIBIT IV
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(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here. ☒

Signature of Authorized Certifying Official:_____

Printed Name:	Dawn E. Bell
Title:	C.E.O.
Date:	June 12, 2019

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G. Environmental Tobacco Smoke Certification

**CERTIFICATION REGARDING
ENVIRONMENTAL TOBACCO SMOKE**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

Signature of Authorized Certifying Official: _____

Printed Name:	_____ Dawn E. Bell _____
Title:	_____ C.E.O. _____
Date:	_____ June 12, 2019 _____

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H. Filing and Payment of Taxes Certification

**CERTIFICATION OF FILING AND PAYMENT
OF FEDERAL TAXES**

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification;

AND

2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Signature of Authorized Certifying Official: _____

Printed Name:	_____ Dawn E. Bell _____
Title:	_____ C.E.O. _____
Date:	_____ June 12, 2019 _____

EXHIBIT IV
Certifications and Assurances

I. Lobbying Certification

CERTIFICATION REGARDING LOBBYING

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 \$100,000 for each such failure.

Signature of Authorized Certifying Official: _____

Printed Name:	_____ Dawn E. Bell _____
Title:	_____ C.E.O. _____
Date:	_____ June 12, 2019 _____

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Certifications and Assurances

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

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

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

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

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the grantee must report all sub-awards (as 2 CFR Part 170 defines) more than \$25,000, unless exempted. Please see the Award Term for Federal Financial Accountability and Transparency Act at [the HHS ACF website](#).

B. Other Assurances – miscellaneous/general disclosures

As the ELC's duly authorized representative, I certify the ELC shall:

1. Use fiscal control and fund accounting procedures which 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. Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Establish safeguards to prohibit employees and board members from using their positions for a purpose which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. 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. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing each funded program.
7. Submit such reports as described in Exhibit VI of this agreement. The ELC will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. 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. 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. Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

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- 11.** 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.** Comply with the requirements in 2 CFR Part 376, Nonprocurement Debarment and Suspension.
- 13.** Comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
- 14.** Comply with Florida's Government-in-the-Sunshine Law (Chapter 286, F.S.), which 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, 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.** Not use federal funds awarded under this Agreement for construction or the purchase of land.

C. CCDF Salary Cap annual testing requirements

- 1.** The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, limits the salary amount which ELCs may award and charge to grants and cooperative agreements which the Administration of Children and Families (ACF) funds. ELCs 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 2019 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 an individual may earn outside of the duties to the applicant organization. The ELC shall apply this salary limitation to subawards/subcontracts under this agreement. The ELC's subrecipients shall:
 - 1.1.** Not use grant funds to pay for salary costs that exceed the CCDF cap.

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- 1.2.** Allocate salaries which multiple funding sources pay and compare these calculations to received program benefits.
- 1.3.** Perform and document an annual analysis using W-2 data.
- 2.** All CCDF-funded grantees and subgrantees 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.
- 3.** All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.

D. Restrictions on funding ACORN

To comply with P.L. 111-117, the ELC may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the grantee may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

E. Separation of VPK Program and SR Program funds

- 1.** Pursuant to ss.1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.54, the VPK and SR programs are independent programs which separate state and federal sources fund. All ELC expenditures made and fiscal records maintained shall reflect funds expenditure separation.
- 2.** The ELC hereby certifies it will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains.
- 3.** The ELC shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the VPK Education Program and shall be distinctive and clearly identifiable in all fiscal records the ELC maintains.

F. Subrecipient monitoring

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

G. Immigration status

The ELC certifies it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 U.S.C. part 1611) ensuring that only individuals eligible for CCDF services receive them.

H. Standards of conduct

The ELC certifies it shall comply with the provisions 45 CFR §75.327 (also 2 CFR §200.318), *General procurement standards*, regarding standards of conduct. It will establish safeguards, written policies, and training procedures to prohibit employees and board members from using their positions for any purpose which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

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I. Clean Air Act and Federal Water Pollution Control Act

Pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the aggregated amount of funds awarded under this agreement is in excess of \$150,000, the ELC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR §75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

J. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the Office must maintain oversight to ensure ELCs perform scoped services in accordance with minimum standards or conduct.
 - 1.1. If the ELC has a parent, affiliate, or subsidiary organization which is not a state or local government the ELC must also maintain written standards of conduct covering organization conflicts of interest.
 - 1.2. Organizational conflicts of interest means, because of relationships with a parent company, affiliate, or subsidiary organization, the ELC is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
 - 1.3. The ELC'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 instructions (s. 1002.84(20), F.S.), the ELC shall provide OEL contract documentation for any contracts with ELC employees, governing board members, or relatives of either group as s. 112.3143(1)(b), F.S., defines. The ELC must comply with disclosure and reporting requirements in state statute and OEL instructions (s. 1002.84(20), F.S.).
 - 2.1. Any governing board member(s) benefitting from ELC 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 ELC shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the ELC's board, a quorum must be established.
 - 2.4. The ELC 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's prior approval.
 - 2.5. The ELC does not have to obtain OEL's prior approval for contracts below \$25,000. The ELC shall:
 - 2.5.1. Adequately disclose and properly report and track such contract activity.
 - 2.5.2. Report such contracts to OEL within 30 days after receiving approval from the governing board.

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K. Contract Work Hours and Safety Standards Act

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

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

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The ELC, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The ELC shall report all suspected or reported violations to OEL.

M. Davis-Bacon Act, as amended (40 U.S.C. 276a, et seq.)

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 U.S.C. 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).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

N. DUNS Number – Data Universal Numbering System

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers

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to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as “DUNS + 4,” which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through [the Dun and Bradstreet website](#) can take up to thirty (30) days.

All recipients and subrecipients funded with federal funds must obtain a DUNS number prior to receiving a grant award.

O. Equal Employment Opportunity (EEO)

The ELC certifies 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), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

P. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.322, *Procurement of recovered materials*, the ELC will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
 - 1.1. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - 1.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - 1.3. 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>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the ELC shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless the ELC determines such items:
 - 2.1. Are not reasonably available in a reasonable period of time;
 - 2.2. 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
 - 2.3. Are only available at an unreasonable price.

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3. Paragraph 2. of this clause shall apply to items purchased under this agreement where:
 - 3.1. The ELC purchases in excess of \$10,000 of the item under this agreement; or
 - 3.2. During the preceding Federal fiscal year, the ELC: (i) purchased any amount of the items for use under a contract 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.

Q. Procurements and other purchases

The ELC 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 ELC is not required to competitively procure direct service providers for the SR or VPK Programs. The ELC must have documented procurement policies and procedures which meet the minimum requirements of federal rules and regulations located at 2 CFR §§200.317-200.326.

R. 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 ELC shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The ELC shall include in all subrecipient contracts, and any contractor contracts for services which include purchasing/procuring equipment, language which requires property a subrecipient purchases with funds provided under the agreement to revert to the ELC upon contract termination.
2. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the ELC under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to OEL upon termination of the ELC participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and Rule 69I-73.002, F.A.C.
3. Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The ELC should have a written policy on how these items will be tracked, accounted for and safeguarded.
4. 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 - Prior Approval, property shall not be purchased with program funds without prior approval from OEL.
5. 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.

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6. 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 ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02 – Tangible Personal Property, relevant Florida Statutes, state rules, federal regulations, and federal cost principles. In addition to the annual inventory required by Oct. 1 of each year, whenever the custodian or custodian's delegate changes, the ELC shall conduct a physical inventory of specified equipment and provide a copy to OEL.
7. Based on s.273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by the ELC or its 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 section 8.
8. The Office's policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the ELC level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01 – Cash Management. This identification of income is necessary to meet reporting requirements of HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services. Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken. Equipment initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the Office.

S. Purchase of American-made equipment and products

The ELC shall, with funds made available by this agreement, to the greatest extent practicable purchase all American-made equipment. (P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, §507)

T. 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 ELC shall maintain current information reported to the System for Award Management (SAM) as described below in Section X. 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). OEL is required to

EXHIBIT IV

Certifications and Assurances

review and consider this and other publicly available information to evaluate/review risk related to the ELC'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*.

U. System for Award Management (SAM)

Unless exempt from these requirements under OMB guidance at 2 CFR Part 25 (e.g., individuals), the ELC shall:

1. Be registered in SAM prior to entering into this agreement or submitting an application or proposal by a federal awarding agency. SAM information can be found at: <https://www.sam.gov/portal/public/SAM/>.
2. Maintain an active SAM registration with current information at all times during which it has an active federal award or an application or proposal under consideration by a federal awarding agency, and
3. Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

V. Trafficking Victims Protection Act of 2000 – (TVPA)

[Human Trafficking Requirements](#) are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended)

EXHIBIT V
ELC CCR&R Office Locations

List the ELC's CCR&R office locations. Hours of operation will include days of the week and hours that services are available to families, providers and employers.

County	CCR&R Location	Hours of Operation
1. Baker	418 South 8th Street Macclenny, FL 32063	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
2. Bradford	1080 North Pine Street Starke, Florida 32091	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
3. Clay	Fleming Island Business Park 1845 Town Center Blvd., Suite 150 Orange Park, FL 32003	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
4. Nassau	96042 Lofton Square Yulee, FL 32097	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
5. Putnam	821 State Road 19 South Palatka, FL 32177	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
6. St. Johns	Five Clark Street St. Augustine, FL 32084	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
7. Episcopal Children's Services, Inc. Admin Office	8443 Baymeadows Rd., Suite 1 Jacksonville, Florida 32256	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
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EXHIBIT V
ELC CCR&R Office Locations

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EXHIBIT VI

LIST OF REPORTS

The ELC is responsible for providing the following reports noted in the “Reports” column to the report recipient with a copy of each to the ELC’s assigned grant manager by the due dates listed. For reports where the report recipient is an update to the SSIS, the ELC shall provide email notification to the OEL grant manager the report requirement has been completed.

Due Date	Reports	Reference	Report Recipient
Prior to expenditure of funds, and no later than July 31	PDG Plan for Implementation of Child Assessment Best Practices	Exhibit II (C.8.1)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/PDG Plan
July 31	Return Interest Earned on Funds	Exhibit II (F.4)	Office of Early Learning Attn: Financial Administration and Budget Services 250 Marriott Drive Tallahassee, Florida 32399
With submission of the first invoice	Budget Report	Exhibit II (D.1,) and s. 1002.82(2)(c), F.S., based on the uniform chart of accounts	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Budget Report
Last business day in August	CCR&R ELC Staff List	Per the requirements in Program Guidance 600 - Child Care Resource and Referral Program	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability Document Exchange – Restricted/2019-2020 CCRR
Last business day in August	CCR&R Accessibility Report and CCR&R Organizations Plan for Family Engagement and Community Outreach	Exhibit II (C.4.14)	CCR&R State Network Office
August 31	Internal Control Questionnaire	Exhibit III (B.4)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Year</i> ICQ (To Be Completed or Completed)
October 1	Coalition Annual Report	1002.84(18), F.S. and OEL Program Guidance 202.80 – Early Learning Coalition Annual Report	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Annual Report
October 1, 2019	Continuity of Operations Plan (COOP) / Update	Exhibit II (D.4), s. 252.365, F.S.	SharePoint/Coalitions Zone/ <i>ELC Name</i> /COOP Plan
October 1	Master Property Inventory Report	OEL Program Guidance 240.02 – Tangible Personal Property.	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Inventory Report
October 1	Subrecipient Monitoring Plan (for all contracts, grants, agreements, and programs)	Exhibit II (D 6.2), Exhibit III (B.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability Document Exchange/Monitoring Plans
October 1	Revenue and Expenditure Report	Exhibit II (D.1) and s. 1002.82(2)(c), F.S., based on the uniform chart of accounts	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Expenditure Report
October 1	Warm-Line Narrative Report & Activity Log	Exhibit II (C.4.5)	SharePoint/Coalition Document Exchange/Grant Agreement Deliverables/Warm-Line Narrative
November 1	CCDF Quality Performance Report (QPR)	Per the Coalition Plan (D.1.) and CCDF requirements	SharePoint/Coalitions Zone/ <i>ELC Name</i> /QPR

EXHIBIT VI
LIST OF REPORTS

Due Date	Reports	Reference	Report Recipient
March 31	Single Audit Report	s. 215.97, F.S., and Exhibit III – Audit Requirements (2 CFR §200 Subpart F).	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/Annual Audit Plan
April 15	CCDF Salary Cap testing Form	Exhibit IV Certification and Assurances, Section IV.C.	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Cap To Be Completed</i>
May 1, 2020	Continuity of Operations Plan (COOP) / Update	Exhibit II (D.4), s. 252.365, F.S.	SharePoint/Coalitions Zone/ <i>ELC Name</i> /COOP Plan
May 15	Cost Allocation Plan or Certification Form	Exhibit II (D.2) and Exhibit IV, Section III Federal certifications	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Year</i> Cost Allocation Plan
May 15	Parent Sliding Fee Scale	Exhibit II (D.1)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Plan/2018-19 Amendment Submission
May 31	CCR&R Annual Provider Profile	Exhibit II (C.4.4)	Update in SSIS
June 30	Anti-Fraud Plan	Exhibit II (D.3)	E-mailed to inspector.general@oel.myflorida.com
Within 30 day of the effective date of this agreement	A copy of the E-Verify “Edit Company Profile” screen	Exhibit I (J.1)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/E-Verify
As Needed	Provider Rate Schedule	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Plan/2018-19 Amendment Submission
Biennially & as needed thereafter	Coalition Plan & Plan Amendments	Exhibit II (D.1.) s. 1002.85, F.S., and Rule 6M 9.115, F.A.C	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Plan
Each month, with the invoice	Match Report	Exhibit II (D.5.2.) OEL Program – Guidance 440.10 Match Reporting	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Monthly Match Reports
Quarterly, as established by DOE	Minority Business Enterprise Utilization Report	Exhibit I - X. Office of Minority Business Enterprise Report)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Quarterly CMBE Reports
Within 4 months of starting employment as a CCR&R Coordinator and following completion of Specialist certification, as needed	CCR&R Coordinator Evaluation	Exhibit II (D.7.5)	CCR&R State Network Office
Within 4 months of starting employment as a CCR&R specialist	CCR&R Specialist Evaluation	Exhibit II (D.7.5)	CCR&R State Network Office

EXHIBIT VII

ELC Administrative Office Hours and Holidays

List the ELC's administrative office hours of operation. Hours of operation will include days of the week and hours services are available.

Coalition	Administrative Office Location	Hours of Operation	Holiday Office Closures
ELC of North Florida	2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086	8:00 am - 4:30 pm	2019: Independence Day – July 4 Labor Day – September 2 Veteran's Day – November 11 Thanksgiving Day – November 28 Day After Thanksgiving- November 29 Christmas Eve – December 24 Christmas Day December 25 New Year's Eve- December 31 2020: New Year's Day – January 1 Martin Luther King Day – January 20 President's Day – February 17 Good Friday - April 10 Memorial Day – May 25

EXHIBIT VII
ELC Administrative Office Hours and Holidays

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VI. New/Unfinished Business

C. Approval of the 2017-19 School Readiness Plan Amendment #21*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2017-19 School Readiness Plan Amendment #21
Reason for Recommended Action	<p><u>The following items are ELC requested updates:</u></p> <ul style="list-style-type: none">• Core Document – Parts III. A. CCR&R and School-Aged Care, III. D. Quality Improvement Strategies, and III. E. Quality Performance Report <p><u>The following items are OEL-required Annual updates:</u></p> <ul style="list-style-type: none">• Attachment II E ELC Sliding Fee Scale for Parent Co-Payment Form eff 070119• Attachment V A ELC 1920 ECS Monitoring Plan narrative 032519-showing edits• Attachment V A ELC 1920 Monitoring Schedule 032519 <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 properly approved and updated for programmatic changes.• The Coalition would not have a Parent Sliding Fee Scale effective 07/01/19.• 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.



OFFICE OF
Early Learning
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Early Learning Coalition School Readiness Plan Guide

III. QUALITY ACTIVITIES AND SERVICES

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

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

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

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

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

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

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

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

D. Quality Improvement Strategies

Describe the quality improvement strategies the coalition will use as part of the program assessment Quality Improvement Plan.

Programs participating in our Enrichment program receive weekly coaching. Programs that participated recently but have completed the program are called Maintenance Programs and may receive continued coaching once a month to ensure that gains made during participation in the Enrichment program are maintained. All Education Specialists are required to become CLASS Reliable in Infant, Toddler and Pre-K CLASS within the 1st year of employment. They are also required to become Lastinger Center Certified Coaches in the first year of employment or as soon thereafter as the training is offered. The Enrichment program uses the CLASS assessment which measures the quality of teacher interactions and if the program requests it, we will use the ERS assessments to add insight to any perceived environmental concerns. From there Education Specialists and the programs will develop an improvement plan based on the teacher's stated interest. Normally most quality spending for supplies is used to strengthen these programs with classroom supplies, curriculum supports, curriculum and other classroom needs. Other quality funds may be used for mini-grants, curriculum or other needs of providers not participating in the Enrichment program depending on need and funding.

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

Additionally, the ELC through ECS offers one on one technical assistance on the topics listed above to any School Readiness provider based on provider need as well as online National CDA classes that are fully scholarship and a scholarship for the submission fees once the requirements have been met.

Additional Quality Services

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

Three Year Old Book Bag Project: This is a book program give away program in the Fall and Spring. Book bags are distributed to area three year old classrooms in School Readiness programs in the six counties we serve. In each bag is 10-12 age appropriate books along with educational information for parents on the importance of reading to their child. Volunteers and ELC Staff put all the bags together and then along with ECS and ELC staff the bags are personally delivered to child care centers. At the time of delivery a special story time program featuring a different book character each year is presented. In 2014-2015 2018-2019 just over 1,400 1,200 bags were delivered. The goal for 2015-2016 is 1,600 bags 2019-20 is 1,200 bags. This program is funded through current quality funds as well as donations from local organizations and grants.

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

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

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

Themed Literacy programs – throughout the year different themed literacy programs are made available to all of the ELC providers. The themes include the Five Senses, Jungle, Pete the Cat, Ocean Life and Insects Space, Dinosaurs, World of Colors, Mother Goose Rhymers are Readers and Meet the Masters Arts program. In 2018 a Mother Goose sorority was formed consisting of ELC staff and volunteers further increasing the number of literacy programs performed. A team of ELC volunteers and staff provide different activities all relating to that theme and each child receives a free books relating to that theme as well. The teacher receives a bag of books and activities which they then can use to duplicate that same program in the future. During the first week in March each year in celebration of Dr. Seuss Birthday we put on a different Dr. Seuss program each day that week.

Provider Conferences – ECS Education staff hold several times a year, day long training conferences that allow providers to earn .6 CEU's. Child care teachers and directors are able to gain knowledge on relevant early learning and care topics.

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

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

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

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

Baby Bags: This is a book program targeting our school readiness children ages 0-2. 4-5 board books along with a Read Aloud Guide are put together in a bag by ELC staff and volunteers and given to ECS staff to give to clients when registering for services. 500 bags were given out in 2018-2019.

Book of the Month: Each month two books are given to each of the targeted centers that ECS staff works with. One book is geared for Toddlers and the other is for pre-school age. The education staff uses these books all month in their instruction then leaves them with the provider to build up their libraries.

Please attach the coalition’s policies and procedures as **Attachment III.D.**

E. Quality Performance Report

a. Does the coalition train programs on the Child Performance Standards adopted by OEL?

☒ Yes ☐ No

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

☐ Yes ☐ No

If yes, does the coalition track the number of children served in programs trained on the child performance standards?

☐ Yes ☐ No

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

☒ Yes ☐ No

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

- ☒ Health and safety
- ☒ Infant and toddler care
- ☒ School-age care
- ☒ Inclusion
- ☒ Teaching dual language learners
- ☒ Understanding developmental screenings and/or observational assessment tools for program improvement purposes
- ☒ Mental health
- ☒ Business management practices
- ☒ Other Describe:

National CDA Scholarships and classes

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

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

☐ Yes ☐ No

If yes, describe:

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

☐ Yes ☐ No

If yes, describe:

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

☐ Yes ☐ No

If yes, describe:

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

☐ Yes ☐ No

If yes, describe:

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

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

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

☐ Yes ☐ No

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

QRIS Level	Level Description

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	6,245	8,455	10,665	12,875	15,085	17,295	19,505	21,715	23,925	26,135	28,345	30,555	32,765	34,975	37,185
1.60	0.80	75%FPL	6,246	8,456	10,666	12,876	15,086	17,296	19,506	21,716	23,926	26,136	28,346	30,556	32,766	34,976	37,186
			9,368	12,683	15,998	19,313	22,628	25,943	29,258	32,573	35,888	39,203	42,518	45,833	49,148	52,463	55,778
2.40	1.20		9,369	12,684	15,999	19,314	22,629	25,944	29,259	32,574	35,889	39,204	42,519	45,834	49,149	52,464	55,779
			12,489	16,909	21,329	25,749	30,169	34,589	39,009	43,429	47,849	52,269	56,689	61,109	65,529	69,949	74,369
3.20	1.60	FPL	12,490	16,910	21,330	25,750	30,170	34,590	39,010	43,430	47,850	52,270	56,690	61,110	65,530	69,950	74,370
			14,572	19,729	24,886	30,043	35,199	40,356	45,513	50,670	55,827	60,983	66,140	71,297	76,454	81,611	86,767
4.00	2.00	85% SMI	14,573	19,730	24,887	30,044	35,200	40,357	45,514	50,671	55,828	60,984	66,141	71,298	76,455	81,612	86,768
			16,654	22,548	28,441	34,335	40,229	46,122	52,016	57,910	63,803	69,697	75,590	81,484	87,378	92,945	94,732
4.80	2.40	85% SMI	16,655	22,549	28,442	34,336	40,230	46,123	52,017	57,911	63,804	69,698	75,591	81,485	87,379	93,272	99,165
		150%FPL	18,735	25,365	31,995	38,625	45,255	51,885	58,515	65,145	71,775	78,405	85,035	89,370	91,157	93,272	99,166
5.60	2.80	85% SMI	18,736	25,366	31,996	38,626	45,256	51,886	58,516	65,146	71,776	78,406	85,036	87,582	91,666	98,296	104,926
			19,463	26,351	33,239	40,126	47,014	53,902	60,789	67,677	74,565	81,452	88,340	95,228	102,115	109,003	115,891
6.40	3.20		19,464	26,352	33,240	40,127	47,015	53,903	60,790	67,678	74,566	81,453	88,341	95,229	102,116	109,004	115,892
			20,191	27,337	34,482	41,627	48,773	55,918	63,064	70,209	77,354	84,500	91,645	98,790	105,936	113,081	120,227
7.20	3.60	85% SMI	20,192	27,338	34,483	41,628	48,774	55,919	63,065	70,210	77,355	84,501	85,795	91,646	98,791	105,937	113,082
			20,920	28,323	35,726	43,129	50,532	57,935	65,338	72,741	80,144	87,547	94,950	102,353	109,756	117,159	124,562
8.00	4.00		20,921	28,324	35,727	43,130	50,533	57,936	65,339	72,742	80,145	87,548	94,951	102,354	109,757	117,160	124,563
			21,648	29,308	36,969	44,630	52,291	59,951	67,612	75,273	82,934	90,594	98,255	105,916	113,577	121,237	128,898
8.80	4.40	85% SMI	21,649	29,309	36,970	44,631	52,292	59,952	67,613	75,274	82,935	84,008	90,595	98,256	105,917	113,578	121,238
			22,376	30,294	38,213	46,131	54,050	61,968	69,886	77,805	85,723	93,642	101,560	109,479	117,397	125,315	133,234
9.60	4.80	185%FPL	22,377	30,295	38,214	46,132	54,051	61,969	69,887	77,806	85,724	93,643	101,561	109,480	117,398	125,316	133,235
			23,107	31,284	39,461	47,638	55,815	63,992	72,169	80,346	88,523	96,700	104,877	113,054	121,231	129,408	137,585
10.40	5.20	85% SMI	23,108	31,285	39,462	47,639	55,816	63,993	72,170	80,347	82,220	88,524	96,701	104,878	113,055	121,232	129,409
			24,043	32,552	41,060	49,569	58,077	66,586	75,094	83,603	92,111	100,620	109,128	117,637	126,145	134,654	143,162
11.20	5.60	200%FPL	24,044	32,553	41,061	49,570	58,078	66,587	75,095	83,604	92,112	100,621	109,129	117,638	126,146	134,655	143,163
			24,980	33,820	42,660	51,500	60,340	69,180	78,020	86,860	95,700	104,540	113,380	122,220	131,060	139,900	148,740
12.00	6.00	85% SMI	24,981	33,821	42,661	51,501	60,341	69,181	78,021	80,433	86,861	95,701	104,541	113,381	122,221	131,061	139,901
			26,854	36,357	45,860	55,363	64,866	74,369	83,872	93,375	102,878	112,381	121,884	131,387	140,890	150,393	159,896
12.80	6.40	85% SMI	26,855	36,358	45,861	55,364	64,867	74,370	83,873	88,113	93,376	102,879	112,382	121,885	131,388	140,891	150,394
			28,727	38,893	49,059	59,225	69,391	79,557	89,723	99,889	110,055	120,221	130,387	140,553	150,719	160,885	171,051
13.60	6.80	85% SMI	28,728	38,894	49,060	59,226	69,392	79,558	89,724	99,890	110,056	120,222	130,388	140,554	150,720	160,886	171,052
			30,982	40,514	50,047	59,580											
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															
2019 Poverty Level (FPL) effective January 11, 2019																	
LIHEAP IM 2018-03 State Median Income Estimates																	

Early Learning Coalition of North Florida
Monitoring Plan (contract/fiscal year 2018/2019 2019/2020)
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 2019/2020:

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~~ 2019/2020 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~~ 2019/2020, 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~~
2. III. A. CCR&R and School Age Care

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), 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~~
4. Contract Certifications/Assurances Verifications
5. Personnel Files/Background Screenings
6. Staff Development and Training

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. Infant/ Toddler
15. Developmental Screenings

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 2019/2020 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, plus any other updated guidance.

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.

Three business days ~~After~~ the last on-site 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 uploaded to OEL's Share Point for 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~~ March 25, 2018

Tajaro Dixon,

Grants and Operations Manager

Early Learning Coalition of North Florida
Sub-recipient Contract Monitoring Schedule
2019/2020
(Created 03/25/19)

Quarter	Schedule Pre-Monitoring Meeting and begin monitoring docs: (have all mon. docs done & sent to Contractor and ELC fiscal staff 2-3 days before the set pre-mon. meeting)	Pre-Monitoring Conference Call Meeting Target Dates (at least 2 weeks before notification letter, and before sampling)	Request to run OEL SSIS Reports and upload to Share Point sent to ECS (for program sampling) (give at least one week's notice)	Program Sampling – begin by: (at least 2 weeks before notification letter due) (calculations, request/run OEL SSIS reports, sample, create spreadsheet)	Notification Package– Due date (8 weeks Prior to On-site) (with Request for Documents, schedule, tools, and sample spreadsheets uploaded to SharePoint – <u>with full names</u> . (Once approved, pre-fill tools, run DCF reports, etc.)	ELC Finance Mgr. to send ECS fiscal samples (4 weeks before on-site, combining quarters. OR 4 weeks after the end of the quarter- if NOT on-site for upcoming monitoring)	ON-SITE (ECS) Monitoring Dates (3 rd and 4 th week of the 2 nd month following the end of the quarter.)	Exit Report and Conference Call (2:00 pm three work days following the 2 weeks on-site) (Send report and upload tools no later than 11:00 am)	Draft Report Due (1 week after on-site monitoring completed, or 2 business days following exit)	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 2019)	Beg. of May 2019	07/08/19 – 07/19/19	08/15/19 (July 2019 reports)	08/19/19	09/13/19	10/28/19	11/08/19 and 11/12/19 – 11/15/19 and 11/18/19 – 11/22/19 (holiday)	12/02/19	12/06/19	12/13/19	12/20/19	01/03/20 (holidays)	01/10/20	02/07/20	02/14/20
2Q (Oct – Dec 2019)	Beg. of Aug. 2019	09/30/19 – 10/11/19	10/15/19 (Sept. 2019 reports)	10/21/19	12/23/19	01/21/20	02/18/20 – 03/02/20 (holiday) (ELC Finance staff combining 1 st and 2 nd quarter monitoring)	03/05/20	03/09/20	03/16/20	03/23/20	03/30/20	04/06/20	05/04/20	05/11/20
3Q (Jan – Mar 2020)	Beg. of Nov. 2019	01/06/20 – 01/17/20	01/15/20 (Dec. 2019 reports)	01/21/20	03/23/20	04/28/20	05/18/20 – 06/01/20 (holiday)	06/04/20	06/08/20	06/15/20	06/22/20	06/29/20	07/07/20 (holiday)	08/04/20	08/11/20
4Q (Apr-June 2020)	Beg. of Feb. 2020	04/06/20 – 04/17/20	04/15/20 (March 2020 reports)	04/20/20	06/22/20	07/20/20	08/17/20 – 08/28/20 (ELC Finance staff combining 3 rd and 4 th quarter monitoring) (ECS 13 th invoice due to ELC 09/04/20 per 04/02/19 e-mails)	09/02/20	09/04/20	09/14/20 (holiday)	09/21/20	09/28/20	10/05/20	11/02/20	11/09/20

Notes: (1) areas of review and dates are subject to change, and (2) dates with “(holiday)” indicate that the deadline was moved because of a holiday.

Early Learning Coalition of North Florida
Sub-recipient Contract Monitoring Schedule
2019/2020
(Created 03/25/19)

Qtr	Contract/Subject Areas to be Monitored	On-Site 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 - Fiscal: None this quarter (<i>will be combined with 2nd quarter monitoring</i>) - SR & VPK: Attendance/Payment Validation (1/4 year's sample - or the actual number of VPK child (and payment validations) available for summer programs – then sample numbers would be adjusted for the following 2nd – 4th Quarters to make up any shortfall) - 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) - Coalition SR Plan Compliance: None for this quarter - OEL Scorecard: Background Screenings - Additional: Personnel Files AND Annual Data and Data Security Systems Review 	11/08/19 and 11/12/19 – 11/15/19 and 11/18/19 – 11/22/19
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 - Fiscal: 1st and 2nd Qtr samples (non-direct costs, including staffing allocation) - SR & VPK: Attendance/Payment Validation (1/4 year's sample) - VPK: Eligibility and Enrollment (child files) (1/4 year's sample) - SR: Eligibility and Enrollment (client files) (1/4 year's sample) - VPK: Provider Services (provider files)(1/4 year's sample) - Coalition SR Plan Compliance: None this quarter - OEL Scorecards: None this quarter - Additional: Contract Certifications/Assurances Verifications 	February 18 – March 2, 2020
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 - Fiscal: None this quarter (<i>will be combined with 4th quarter monitoring</i>) - SR & VPK: Attendance/Payment Validation (1/4 year's sample) - VPK: Eligibility and Enrollment (child files) (1/4 year's sample) - SR: Eligibility and Enrollment (client files) (1/4 year's sample) - VPK: Provider Services (provider files)(1/4 year's sample) - Coalition SR Plan Compliance: Section III. A. CCRR and School Age Care - OEL Scorecard: CCRR - Additional: None this quarter 	May 18 – June 1, 2020
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 - Fiscal: 3rd and 4th Qtr samples (non-direct costs, including staffing allocation) AND Fiscal Overview – see below. - SR & VPK: Attendance/Payment Validation (1/4 year's sample) - VPK: Eligibility and Enrollment (child files) (1/4 year's sample) - SR: Eligibility and Enrollment (client files) – (1/4 year's sample) - VPK: Provider Services (provider files)(1/4 year's sample) - Coalition SR Plan Compliance: None this quarter - OEL Scorecard: Staff Development - Additional: Staff Development and Training AND *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.) <i>*The entire ICQ is reviewed at time of submittal and the Cost Allocation Plan is reviewed at time of submitted revisions/amendments. (ECS 13th invoice deadline extended 09/04/20 per 04/02/19 e-mails in 'Monitoring Plan' Outlook folder.)</i> 	August 17 – August 28, 2020

VI. New/Unfinished Business

D. Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2019/2020*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2019/2020
Reason for Recommended Action	<p>The OEL deadline for all annual revisions is June 28, 2019.</p> <p>Revisions:</p> <ol style="list-style-type: none">1. Changed the fiscal year of the Plan, revision date, and ELC full board approval date.2. Changed the name and e-mail address for the Project Compliance Specialist. <p>If this is not done, the following would occur:</p> <ul style="list-style-type: none">• OEL would not have the most accurate and current Coalition Anti-Fraud Plan for 2019/2020, 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 2019-2020

Revised: 03/27/19

Board approved: 06/12/19

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.*

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.

- A mandatory fraud prevention staff training annually and new staff training within thirty (30) calendar days of hire using OEL fraud prevention related training documents for daily coalition/ECS work activities. Topics to be covered include Client Applications and Forms, School Readiness Income Worksheet, Client Rights and Responsibilities, Authorization for release of information and other related documents related to fraud prevention

- Client responsibility to report changes within ten (10) calendar days of change and coalition/ECS responsibility to implement reported change, including acting on unreported changes, once discovered
- Quality interviewing techniques during intake, redetermination, and when reporting changes
- What to look for in an altered or falsified document
- Eligibility staff are required to identify, verify and resolve case inconsistencies when inconsistencies occur

SR and VPK Parent Education and Awareness

- Display fraud awareness posters in interview rooms at ECS
- Include a fraud awareness statement in SR parent packets with ECS phone number 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 within ten (10) calendar days.

SR and VPK Provider Education and Awareness

- Encourage child care providers to report potential fraud to ELC or ECS staff through provider communication venues including email or portal communications, and appropriate provider group meetings
- Periodic reminders to providers about procedures in place to prevent fraud in addition to regular practices of monitoring that occur with providers that also keep providers aware of ELC's/ECS's intention to prevent and/or detect fraudulent practices

Providers, Parents, employees, and Public Access to Reporting of Potential Fraud

- Fraud Awareness statement must be included in intake packet, including how to report potential fraud
- Email and/or newsletter reminders to providers of what to look for and how to report potential fraud
- Employee fraud prevention training as well as a periodic reminder of internal controls
- Annual staff training includes Whistleblower procedures to report potential fraud
- Statement on website with hotline phone number to report potential fraud for parents, providers, and general public.

ELC Detection and Investigation of Acts of Fraud, Abuse or Overpayment

- Monthly unscheduled reviews of work products and follow up on questionable circumstances by the Family Service Coordinators, Director of Family and Provider Services, and the Training Manager.
- Monthly review, research, and follow up of data quality reports generated from Office of Early Learning by Director of Family and Provider Services, the Training Manager and designated ELC/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

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:

Sarah March;

Early Learning Coalition of North Florida/ Episcopal Children's Services

sarah.march@ecs4kids.org

904-726-1500 ext. 206

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 Project Compliance Specialist will update the referral information in the *Fraud Referral System* as appeal decisions are made throughout the appeal process.

Related Policies:

Grievance Policy

VI. New/Unfinished Business

**E. Approval of the Revisions to the Coalition's
Contract Management and Monitoring Policies and
Procedures***

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Contract Management and Monitoring Policies and Procedures
Reason for Recommended Action	<p><u>Revisions:</u></p> <p>CM302 – <u>Contract Requirements</u>,</p> <ul style="list-style-type: none"> • Added reference to policy #HR204 (background screenings/credentials) under “Contracts should REQUIRE”. • “Audit Requirements” section replaced with the 19/20 OEL Grant Agreement updates. • “Certifications and Assurances” section “I. Federal certifications – applicable to ALL ENTITIES” and Section “II. Federal or state-required assurances – applicable to OEL SUBRECIPIENTS” replaced with the 19/20 OEL Grant Agreement updates. <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures (and School Readiness Plan attachment(s) that include policy #CM302).
How the Action will be accomplished	Approval of the revisions listed above.

CM302 Contract Requirements

Effective Date: 04/08/15

Revision Date: 03/16/16, 12/07/16, 02/07/18, 06/12/19

Contract Overview

A clear and complete contract is a critical component of this process. The quality of the contract can determine whether the contract will be successful. Additionally, issuing a comprehensive contract is necessary because the quality of the contract will have a direct effect on the payment process, the monitoring process, and the overall success of the project.

Contracts should CONTAIN:

- ☐ A specific and clearly defined scope of work
- ☐ Specific deliverables (quantifiable, measurable and directly related to the scope of work)
- ☐ Sub-contracting/sub-granting terms, if applicable
 - The contractor should be required to use a competitive procurement method or provide a detailed cost analysis for services obtained from subcontractors.
 - If the contract is a cost reimbursement contract, any subcontractor should also be a cost reimbursement contract.
- ☐ All terms and conditions necessary to govern the relationship between the contractor and the subcontractor.
- ☐ Payment terms (e.g., frequency of payments, method of payment and required documentation)
- ☐ Specific steps for pro-rating invoice amounts if minimum performance standards are not met. Remember, cost reimbursement and fixed price agreements should include minimum performance standards that ensure an adequate level of services are provided.
- ☐ Contracts with subcontractors must contain standard audit language regarding federal and state financial assistance.
- ☐ The timing, nature and substance of all reports the contractor/subcontractor is required to prepare
- ☐ A provision for the disposition of property purchased with coalition funds. If the contractor is for contractual services and the property is defined as “property” in Coalition policy #F402, it should be returned to the coalition upon contract termination. Disposition of non-expendable property acquired with state or federal financial assistance must be disposed of in accordance with applicable rules and regulations.
- ☐ Specific sanctions for noncompliance/nonperformance of required services
- ☐ All required/applicable contract provisions/disclosures in writing. [2 CFR Part 200.326]

Contracts should REQUIRE:

- ☐ The contractor and subcontractors maintain both cost and programmatic records for five years and allow the coalition access to the records.
- ☐ The contractor/subcontractor to have an adequate cost accounting system or require the contractor/subcontractor to maintain a separate bank account.
- ☐ A financial status report (summary of activity and costs) submitted prior to the final payment.
- ☐ Return of all unused funds
- ☐ All costs to be reasonable, allowable, allocable and documented, and require repayment for all disallowed costs
- ☐ Bonding for construction-related contracts. (if allowable). [2 CFR Part 200.325]
- ☐ Cleared Background Screenings and Credentials of Contractor employees assigned to work on the contract (if applicable). See Coalition Personnel Policy #HR204 for more information.

Price Cost Analysis

Depending on the procurement method and type of contract to be entered into, a price and/or cost analysis should be completed. The price and/or cost analysis must be completed before receiving bids or responses to proposals. Section 216.3475 Florida Statutes requires that a person or entity that is awarded funding on a non-competitive basis may not be paid more than the competitive market rate.

	Definition	Objective	Actions
Price Analysis	The process of examining and evaluating proposed price without evaluating its separate cost elements.	Verify that overall price is fair and reasonable.	*Compare current proposed prices *Compare current price to previous price
Cost Analysis	The process of reviewing and evaluating separate cost elements.	Determine the allowability and reasonableness of proposed cost elements.	*Determine that proposed costs are allowable per federal and state laws, rules and regulations. *Evaluate necessity for and reasonableness of proposed costs. Give particular attention to fringe benefits, overhead and indirect cost rates, profit margin. *Compare to actual costs previously incurred for same services.

NOTE:

- ☐ Competition (2 or more responses) usually establishes price reasonableness.
- ☐ Fixed price/fixed rate agreements with vendors, which have been competitively procured by evaluation of two or more responses, do not usually require further price or cost analyses. However, competitively procured fixed price/fixed rate agreements with recipients will require further cost analyses.
- ☐ Cost reimbursement and/or cost plus fixed fee agreements always require cost analysis.
- ☐ ITN, Single Source, and non-competitive procurements require price and cost analyses. The objective is to negotiate an agreement of a type and a price that provides the greatest incentive for efficient and economical performance.

Contract Renewals and Extensions**Renewals**

Pursuant to Section 287.057(13), F.S., coalitions may renew contracts for commodities or contractual services for the original term of the contract or for a period that may not exceed three (3) years, whichever period is longer. The coalition must provide documentation justifying that the renewal is in the best interest of the State and keep such justification in the contract file. Renewals are contingent upon satisfactory performance evaluations by the coalition, are subject to availability of funds, and must be authorized by mutual agreement in writing. Contractors shall include the cost of any contemplated renewals in their responses, and the renewal, if any, is subject to the same terms and conditions set forth in the initial contract. Exceptional purchase contracts pursuant to Section 287.057, paragraphs (3)(a) (emergency procurements) and (c) (single source procurements) may not be renewed.

Extensions

Pursuant to Section 287.057(12), F.S., coalitions may extend contracts for services for a period not to exceed 6 months. The extension is subject to the same terms and conditions set forth in the initial contract. A coalition may only extend a services contract once, unless events beyond the control of the contractor cause the contractor's failure to meet the criteria for contract completion.

Contract Provisions

The Coalition includes the following provisions, as applicable, in all contracts charged to Federal awards (including small purchases) with vendors and sub grants to grantees/contractors:

Federal Considerations [2 CFR Part 200.326; 2 CFR Part 200 Appendix II]

For transactions funded by federal programs, additional disclosures are **required regardless of scoped/services**.

- a. Debarment and suspension provision(s).
- b. Equal Employment Opportunity provision.
- c. Other/additional terms may also apply based on scoped goods/services.

Audit Requirements

Audits

1. Federally-funded

This section is applicable if the ELC 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 by this agreement. In determining the Federal awards expended in its fiscal year, the ELC shall consider all sources of Federal awards, including Federal resources received from the Office. 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 ELC shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to the OEL grant award(s), agreement(s) or contract(s) involved.

1.2.2. The audit procedures and Single Audit reports must include OEL's annual financial and programmatic monitoring report results, as applicable.

1.3. The ELC 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 thirty (30) days after receipt or nine months after the fiscal year's end of the audit period.

1.4. If the ELC expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the ELC 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 ELC 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 by this agreement. In determining the State awards expended in its fiscal year, the ELC shall consider all sources of State awards, including State resources received from the Office.

2.2. In the event the ELC expends \$750,000 or more of state financial assistance in any fiscal year, the ELC must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C., Chapter 10.550 – Local Government Entity Audits or Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.

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, 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 ELC expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the ELC 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 ELC 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 Coalition'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 Coalition staff performs this reconciliation monthly; (b) that the Coalition has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Coalition'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 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 Coalition will receive notice of such in the OIG's annual Management Decision.
- 3.3. All funds administered by the Coalitions must be included in the audit coverage. This includes funds that are provided to any auxiliary entity over which the Coalition 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 Coalition'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 ELC'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 ELC 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 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/2018-19 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: <https://flauditor.gov/>
- The ELC shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the ELC 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.

Audits

5. 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](#).

- 5.1.** ~~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).~~
- 5.2.** ~~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.~~
- 5.2.1.** ~~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.~~
- 5.2.2.** ~~The audit procedures and Single Audit reports must include OEL's/ELC's annual financial and programmatic monitoring report results, as applicable.~~
- 5.3.** ~~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.~~
- 5.4.** ~~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).~~

6. 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](#).

- 6.1.** 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.
- 6.2.** 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.
- 6.3.** 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.
- 6.4.** 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).
- 6.5.** 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.
- 6.6.** Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

7. Special Audit Testing Requirements

- 7.1.** 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.
- 7.2.** 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.
- 7.3.** 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.

~~7.4. 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.~~

8. Report submission

~~8.1. 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.~~

~~8.2. 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](#)~~

~~8.3. 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.~~

~~8.4. 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.~~

~~8.5. 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.~~

Certifications and Assurances

The Coalition will not award a contract where the Contractor has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the Contractor will certify and assure that it will fully comply with all applicable following requirements.

I. Federal certifications – applicable to ALL ENTITIES as noted

The following Certifications are herein by reference per 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*:

Filing and Payment of Taxes Certification.

Lobbying Certification.

Debarment Certification—Primary

Debarment Certification—Lower Tier

Drug-free Certification.

Environmental Tobacco Smoke Certification

- A. Cost allocation plan or indirect cost rate proposal.
- B. Proper expenditure reporting.
- C. Smoking Prohibitions (Pro-Children Act of 2001).*
- D. Status as a non-major corporation.
- E. Debarment, suspension and other responsibility matters.*
- F. Drug-Free Workplace. * - applies to purchases of services of \$100,000 or more
- G. Environmental Tobacco Smoke Certification
- H. Filing and payment of taxes.*
- I. Lobbying.* - certification applies to purchases of \$100,000 or more

*applies to all vendor/contractor and subrecipient agreements, contracts and awards

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

- 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

- A. Assurances – The Transparency Act (as defined by 2 CFR Part 170).
- B. Other miscellaneous/general disclosures.
- C. CCDF Salary Cap annual testing requirements.
- D. Restrictions on funding ACORN.
- E. Separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54).
- F. Subrecipient monitoring.
- G. Immigration status.
- H. Standards of conduct.
- I. Clean Air Act (42 U.S.C. 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.).* - applies to purchases of \$150,000 or more
- J. Conflicts of Interest.*
- K. Contract Work Hours and Safety Standards Act.*
- L. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).*
- M. Davis Bacon Act, as amended (40 U.S.C. 276a, et seq.).*
- N. DUNS number – Data Universal Numbering System.
- O. Equal Employment Opportunity (EEO).*
- P. Procurement of recovered materials.*
- Q. Procurements and other purchases.
- R. Property.
- S. Purchase of American-Made Equipment and Products.*
- T. Reporting of matters related to recipient integrity and performance.
- U. System for Award Management (SAM) Unique Entity Identifier Requirements.
- V. Trafficking Victims Protection Act of 2000 (TVPA).

**applies to all vendor/contractor and subrecipient agreements, contracts and awards*

III. Any other applicable Certification and/or Assurance not listed above (as listed and/or updated in the most current OEL Grant Agreement - which is incorporated into each subrecipient contract).

Other Required Clauses

Remedies:

All contracts with an amount expected to exceed \$35,000 (per Florida Statute 287.058 (1)(h)) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

Termination:

All contracts with an amount expected to exceed \$10,000 [per 45 CFR Part 92.36(i)(2) and 2 CFR Chapter II, Part 200.B effective December 2014] shall contain suitable provisions for termination for cause and for convenience by the recipient and subrecipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

Right to Audit:

The Coalition requires a “Right to Audit” clause in all contracts between the Coalitions and vendors that either; (1) take any form of temporary possession of assets directed for the Coalition, or (2) process data that will be used in any financial function of the Coalition.

This Right to Audit clause shall permit access to and review of all documentation and processes relating to the vendor’s operations that apply to the Coalition, as well as all documents maintained or processed on behalf of the Coalition, for a period of three years. The clause shall state that such audit procedures may be performed by the Coalition employees or an outside auditor or contractor designated by the Coalition.

VI. New/Unfinished Business

F. Approval of the Revisions to the Coalition's Information Technology Systems and Security Policies and Procedures Manual*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition's Information Technology Systems and Security Policies and Procedures Manual
Reason for Recommended Action	<p><u>Revisions:</u></p> <p>IT101 – <u>General Scope</u>,</p> <ul style="list-style-type: none"> replaced the definitions for “Breach of Security” and “Security Incident” with those from the 18/19 OEL Grant Agreement. added the definition of “Breach” from the 18/19 OEL Grant Agreement. <p>IT301 - <u>Vendor Management/System Performance Monitoring</u>,</p> <ul style="list-style-type: none"> deleted last section of this policy as it pertained to background screenings for employees. added new section, “Vendor Employee Assignment Approval” with corrected criteria regarding background screenings and credentials from policy #HR204 – specifically for IT Vendors. (18/19 OEL Accountability review corrective action.) <p>IT303 - <u>Access and Security</u>, added “Electronic Imaging and Signatures” section. (From 18/19 ICQ review and IT Vendor’s policy revision recommendations.)</p> <p>IT401 - <u>Back-up Systems and Storage</u>, deleted language regarding in exchange server as this is no longer applicable. (Recommended from annual IT vendor review.)</p> <p>IT601 - <u>Use of On-line Services and E-mails</u>, added a last sentence to the “Public Disclosure” section, “There is not an automated archive solution for files or e-mails, and it is up to the Coalition staff to preserve records according to the retention policy. Full system backup images are retained for a period of seven days.” (There is a ‘rolling’ 7 day back up of the ENTIRE system. So when an e-mail is PERMANENTLY deleted, it will only be ‘backed up’ for 7 day.)</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> The Coalition’s IT Policy (and School Readiness Plan IT Policy Attachment) would not be updated and compliant with OEL requirements.
How the Action will be accomplished	Approval of the revisions listed above.

IT101 General Scope

Effective Date: 10/01/08

Revision Date: 02/03/10, 04/08/15, 03/16/16, 03/22/17, 06/12/19

Purpose and Scope

The purpose of this policy is to identify guidelines for the use of the Coalition technologies and communications systems. This policy establishes a minimum standard that must be upheld and enforced by users of the Coalition's technologies and communications systems. Sub-recipients of the Coalition must have an equivalent level of security and policy and procedure standards.

Computer and electronic communications resources include, but are not limited to, host computers, file servers, stand alone computers, laptops, PDAs, printers, fax machines, phones, online services, email systems, bulletin board systems, and all software that is owned, licensed or operated by the Coalition.

The policies and guidelines apply to all Coalition systems, whether on-site and connected directly to the Coalition network, or on- or off-site and connected to the Coalition network by the telephone system or other means. The policies and guidelines cover these systems no matter who is the owner or the method of connection to the network. Employees and registered users are responsible for their own actions, as well as for the actions of any person who they permit to access a Coalition system.

Referenced Legislation and Guidance

For the Coalition's I.T. policies and procedures, these citations apply and more information can be found in the annual OEL Grant Award Agreement:

- Computer-related Crimes, Chapter 815, F.S
- 2 CFR 200.335, *Methods for collection, transmission and storage of information*
- OEL IT Security Manual (*Program Guidance 300.01*)
- OEL Program Guidance 101.02, *Records Confidentiality*
- OEL IT Security Policy 5.05
- OEL IT Security Policy 5.05.02, *IT Security/Risk Mitigation Services*
- OEL Grant Agreement

(Note: Please find these referenced documents/regulations in the "Referenced Documents-Regulations" folder in the "Policies and Procedures" folder located in the Coalition "Company Share" drive. Contact the Coalition Grants and Operations Manager should there be any difficulty in finding a document or regulation.)

All Coalition IT vendors and Sub Recipients/Sub Contractors must comply with all security requirements within this policy and as referenced in OEL's IT Security Policy 5.05.02, *IT Security/Risk Mitigation Services*.

Definitions

For purposes of this policy the following definitions shall apply:

Botnets: are networks of computers infected by malware (computer virus, key loggers and other malicious software) and controlled remotely by criminals, usually for financial gain or to launch attacks on websites or networks. If your computer is infected with botnet malware, it communicates and receives instructions about what it's supposed to do from "command and control" computers located anywhere around the globe. What your computer does depends on what the cybercriminals are trying to accomplish. Many botnets are designed to harvest data, such as passwords, social security numbers, credit card numbers, addresses, telephone numbers, and other personal information. The data is then used for nefarious purposes, such as identity theft, credit card fraud, spamming (sending junk e-mail), website attacks, and malware distribution.

Breach: As defined in Chapter 282.0041, F.S., "Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

Breach of Security: 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. As defined in Chapter 501.171, F.S., "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the ELC does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the agreement or subject to further unauthorized use.

Confidential (Records): 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.

Electronic Communications: shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail, bulletin boards, World Wide Web (internet), or other such electronic tools.

Electronic Mail ("e-mail"): an office communications tool whereby electronic messages are prepared, sent and retrieved on personal computers.

Encryption: the process of transforming information (referred to as plaintext) using an algorithm (called cipher) to make it unreadable to anyone except those possessing special knowledge, usually referred to as a key.

Firewall: a device or set of devices configured to permit, deny, encrypt, decrypt, or proxy all (in and out) computer traffic between different security domains based upon a set of rules and other criteria.

Firmware: the combination of a hardware device and computer instructions and data that reside as read-only software on that device.

Hot Fixes: a single, cumulative package that includes one or more files that are used to address a problem in a product and are cumulative at the binary and file level. A hot fix addresses a specific customer situation and may not be distributed outside the customer's organization.

Information Systems: shall mean and include software, Electronic Communications, computers, Networks, servers and other similar devices that are administered by the Coalition and for which the Coalition is responsible.

Internet: a global system interconnecting computers and computer networks. The Computers and networks are owned separately by a host of organizations, government agencies, and companies. The Internet is the present “information super highway.”

Malware: software designed to infiltrate or damage a computer system without the owner’s informed consent.

Networks: shall mean and include video, voice and data networks, routers and storage devices.

On-line Service (i.e., the Internet, World Wide Web, AOL, etc): is defined as a communications tool whereby business information, reference material and messages are sent and retrieved electronically on personal computers.

PC’s: an abbreviation for “personal computers.”

Password: a string of characters which serves as authentication of a person’s identity, which may be used to grant, or deny, access to private or shared data.

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.

Phishing: Phishing is a form of social engineering where the attacker attempts to trick people into revealing private information by sending spoofed e-mails that appear to be from reputable companies. Phishing e-mails provide a link to a seemingly authentic page where you can login and reveal your username, password and other personal identifying information. Online scammers can then use this information to access your accounts, gather additional private information about you, and make purchases or apply for credit in your name. A favorite phishing tactic among cybercriminals is to spoof the display name of an email. If a fraudster wanted to spoof a name of someone in your company, they would create a fake email domain “my-company.com” and then use someone from the company name in the name filed.

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. [2 CFR Part 200.82]

Server: a computer program that provides services to other computer programs in the same, or another, computer. A computer running a server program is frequently referred to as a server, though it may also be running other client (and server) programs.

Security Incident: ~~in information operations, an assessed event of attempted or successful entry, unauthorized entry, or an information attack on an automated information system. It includes unauthorized probing and browsing; disruption or denial of service; altered or destroyed input, processing, storage, or output of information; or changes to information system hardware, firmware, or software characteristics~~

~~with or without the users' knowledge, instruction, or intent. However, random attempts at access shall not be considered a security incident.~~ As defined in Chapter 282.0041 F.S., "Security Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing that a specific incident is about to occur.

Spam: abuse of electronic messaging systems (including most broadcast media, digital delivery systems) to send unsolicited bulk messages indiscriminately.

User: refers to employees (whether full-time, part-time or limited-term), independent contractors, consultants, and any other user having authorized access to, and using any of, the Coalition's computers or electronic communications resources.

Spyware: a type of malware that is installed on computers and collects information about users without their knowledge.

Vendor: someone who exchanges goods or services for money.

Virus: a program that attaches itself to an executable file or vulnerable application and delivers a payload that ranges from annoying to extremely destructive. A file virus executes when an infected file is accessed. A macro virus infects the executable code embedded in Microsoft Office programs that allows user to generate macros.

Website: a location on the World Wide Web, accessed by typing its address (URL) into a Web browser. A Web site always includes a home page and may contain additional documents or pages.

Worm: a program that makes copies of itself elsewhere in a computing system. These copies may be created on the same computer or may be sent over networks to other computers. The first use of the term described a program that copied itself benignly around a network, using otherwise-unused resources on networked machines to perform distributed computation. Some worms are security threats, using networks to spread themselves against the wishes of the system owners and disrupting networks by overloading them. A worm is similar to a virus in that it makes copies of itself, but different in that it need not attach to particular files or sectors at all.

IT301 Vendor Management/System Performance Monitoring

Effective Date: 10/01/08

Revision Date: 02/04/09, 02/03/10, 02/01/12, 04/03/13, 12/04/13, 04/08/15, 03/16/16, 06/12/19

Vendor Responsibilities

As the Coalition outsources IT services, the management of those services are to be regulated and reviewed on a constant basis. The IT vendor is responsible for monitoring adequacy of system hardware, performance and capacity-related issues, routine maintenance of systems, ensuring systems are adequately protected, ensuring systems are updated and backed-up daily, making recommendations, and assisting the Coalition when needed. The IT vendor is also responsible for establishing new hire user accounts, resetting user accounts, and deleting user accounts when requested from the Coalition.

At a minimum, the IT vendor must implement and maintain the Coalition's network by monitoring and updating the following items:

1. Upgrade firmware on firewalls
2. Monitor firewall logs
3. Report unauthorized access attempts to proper authorities
4. Maintain network connectivity
5. Apply software patches and security hot fixes to all servers and PC's
6. Test all software/hardware after installation of updates
7. Configure network access for PC's
8. Maintain databases
9. Update antivirus/anti-malware software
10. Monitor antivirus threats
11. Manage spam filtering services
12. Manage secure off-site back-up of crucial files and databases
13. Set up network printers/scanners/copiers
14. Troubleshoot computer/network/printer related errors
15. Remove mal-ware from PC's
16. Replace and/or upgrade equipment as needed
17. Move IT related equipment during workspace/office transfers
18. Configure software to interface with industry-specific databases
19. Design and plan upgrades to network and software packages
20. Implement new technologies to better office productivity
21. Provide secure remote access
22. Maintain business continuity/disaster recovery plans and test
23. Perform monthly back-up and recovery testing and provide evidence of this with each monthly billing invoice
24. Ensure removal of data, especially sensitive client or operational data, prior to disposing of all technological devices, and provide evidence of this with the next montly billing invoice each time this is done. This includes such items as servers, computer hard drives, laptops, digital copiers, and flash drives.
25. Monitor adequacy of system hardware, performance and capacity-related issues.

Vendor Employee Assignment Approval

At the time of Contract approval, or change in staff during the course of a contract, the Coalition will supply the Contractor with the “Contract Employee Request and Approval Form” to ensure all applicable screenings are processed. The Contractor will have to submit the completed form with the cleared level II background screening documents, job descriptions, resume/work history, educational credentials and licenses required.

Once the Coalition has reviewed all documents, the Office Manager will approve, sign, date, and send back to the Contractor allowing the staff person to work on the Coalition’s contract. If they are not approved, the Coalition’s Office Manager will sign THAT portion of the form and follow-up with the Contractor regarding that decision.

Vendor Capabilities and Performance

When selecting a new vendor, or monitoring performance, the IT vendor must have the capability to perform technical assistance, remotely, with a response time of no more than four hours, to a request for assistance. The IT vendor must also have the capability to password protect and block access as needed.

The IT vendor is required to conduct monthly monitoring of all Coalition IT systems and make necessary updates, install applicable releases, and make needed changes to the system. Annually the IT vendor performs a needs assessment and makes recommendations to the Coalition.

Upon annual contract renewal, the Coalition reviews its satisfaction with the vendor’s performance and activities as it pertains to the vendor’s service level agreement. ~~Also at the time of contract renewal, the vendor must submit a letter listing all staff that would be assigned to the Coalition’s contract (who will have contact with the Coalition’s IT equipment/systems) certifying that each employee has passed a Level 1 Background Screening (Per Florida Statute 435.03) with the date of clearance. A copy of the provisions of F.S. 435.03 will be provided to the IT vendor.~~

IT303 Access and Security

Effective Date: 10/01/08

Revision Date: 02/04/09, 02/03/10, 02/02/11, 02/01/12, 08/24/12, 03/16/16, 03/22/17, 06/12/19

Referenced Legislation and Guidance

OEL Grant award Exhibit I, Section F, *Breach of Security/Confidentiality*

(Note: Please find these referenced documents/regulations in the “Referenced Documents-Regulations” folder in the “Policies and Procedures” folder located in the Coalition “Company Share” drive. Contact the Coalition Grants and Operations Manager should there be any difficulty in finding a document or regulation.)

Access Controls

The confidentiality and integrity of data stored on agency computer systems must be protected by access controls (both on-site and remotely) to ensure that only authorized employees have access. The Coalition maintains compliance with all OEL IT Security policies and procedures. Access shall be restricted to only those capabilities that are appropriate to each employee’s job duties. All staff (and sub-recipient/subcontractor staff) with access to ELC data systems complete OEL’s data security agreement upon hire and/or position (responsibility) transfer and annually thereafter.

Employees assume all responsibility for their access to the Coalition’s Information Systems. Passwords or access codes must not be shared with others. Any individual password to access the Information Systems belongs to the Coalition and information regarding usage of the Coalition’s Information Systems is accessible at all times by management for any business purpose. Unauthorized access to Information Systems is prohibited. No one should use the ID or password of another; nor should anyone provide his or her ID or password to another, except in cases necessary to facilitate computer maintenance and repairs and then only to authorized Coalition Information Technology staff, management, or contracted vendor of I.T. services. When any user terminates his or her relationship with the Coalition, passwords are changed immediately and his or her access and use of the Coalition’s Information Systems is prohibited.

Physical Security and Access

The Coalition’s server is provided by the Coalition’s IT vendor and is housed in a secured datacenter. The datacenter has an emergency lighting device within reach, or an emergency lighting system. In addition, the datacenter has a gas based fire extinguishing system. The Coalition, through its IT vendor, uses a cloud-based server.

All critical computer equipment is stored in secure locations and access is restricted to only those individuals who require such access for the performance of their job responsibilities.

Access to network and Windows servers is privileged to the Coalition’s I.T. staff and/or I.T. vendor who require this level of access based on their function and training levels.

The Coalition's staff have controls and processes in place to physically safeguard the entity's operating systems. The Coalition currently complies with requirements described in OEL IT Security Policy 5.05.02.17, *Physical and Environmental Security*.

A list of such controls for computer equipment include, but are not limited to:

- Heating/cooling standards
- Smoke detectors
- Fire suppression
- Uninterruptible power supplies
- Locks/access
- Alarms
- Cameras
- Instructions for visitors

Password Security

No passwords will be allowed that block entry to the PC or to specific applications or files without prior approval from the employee's Supervisor. Users are responsible for safeguarding their login passwords. Passwords may not be shared, printed, or stored online. Users should not leave their computers unattended without logging off. If a user suspects that the secrecy of their password has been compromised they should report this to the Office Manager immediately and initiate a password change request.

For all passwords the Coalition follows the OEL IT Policy 5.05.02.32, which requires ten minimum protocols for creating passwords:

1. Passwords should contain at least eight (8) characters and contain a combination of letters, numbers, and special characters.
2. Passwords cannot be reused for at least six (6) changes.
3. Never assign a login account a password that is the same string as the Employee ID or that contains the Employee ID (e.g., "bob123" is not an appropriate password for employee "bob").
4. Never set any password equal to the null string (i.e., a blank password), which is equivalent to no password at all.
5. Passwords should not be a dictionary word in any language.
6. Passwords should not contain any proper noun or the name of any person, pet, child, or fictional character.
7. Passwords will not contain any associate serial number, Social Security Number, birth date, telephone number, or any information that could be readily guessed about the creator of the password.
8. Passwords should not contain any simple pattern of letters or numbers, such as "xyz123."
9. Passwords should not 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.).
10. Use a password that is easy to remember (e.g., a phrase, line from a song, or nonsense words) and that you can type quickly.

Although OEL policy allows for 90 day use of passwords, and allow to reuse passwords after six changes, the Coalition passwords are changed every 60 days and unique passwords are required at each change. The IT vendor ensures that password updates are set up to be generated on demand every 60 days, and that the new password meets the password criteria.

Other OEL policy protocols for passwords require guidelines for the storage and visibility of passwords and certain instructions on how to setup and assign passwords (for example, avoid using the “remember password” feature on web sites and other applications).

After five attempts to access a system with incorrect passwords, that system will be subjected to a lockout time of 10 minutes. This lock feature is set to mitigate brute-force based attacks.

In addition to password security, all Coalition p.c.’s are protected by installed 10 minute time out screen savers, requiring the user’s password to reenter their pc’s.

Database Security

The Coalition complies with requirements for restrictions on access to sensitive or confidential data described in OEL’s IT Policy and Program Guidance 101.02, *Records Confidentiality*. This includes identifying and safeguarding confidential records, Personally identifiable information (PII), and Protected personally identifiable information (PPII). (*Please refer to “Definition” section of this policy for more information on these items, as defined by OEL Program Guidance 101.02, Records Confidentiality*). (*Also refer to the Coalition’s Confidentiality policy #OP201.*)

Database Access is granted to users via the application level only. Changes at the database level are permitted by the database administrator only. Application controls are used to ensure proper access to information within applications based on the responsibility of the staff member. Log files are maintained for changes to all databases.

Mobile Computing Devices are strictly controlled by the Early Learning Coalition. This policy applies to all Coalition-owned mobile devices including, but not limited to laptops, smart phones, tablets and external hard drives/flash drives. Such devices are limited in use and are only serving in the capacity of an access agent to the primary server. In the event of the loss or theft of a laptop, no information would be present on the device. In addition, the Coalition utilizes media storage devices that are password protected and scanned for viruses before each use. The devices (flash drives, thumb drives, laptops, email transmissions, etc.) shall not contain confidential data unless the device is fully encrypted and password protected. In the event of a loss or theft of a smart phone, tablet or other mobile device, the Office Manager will ensure the Coalition’s IT Vendor performs a “remote wipe” of the device clearing it of any Coalition information.

Portable Storage Media or Peripheral Device Security

The Coalition, including its employees, subcontractors, agents, or any other individuals to whom the Coalition exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 [<http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>].

Remote Access is provided to all Coalition staff. Encryption is used on both the data sent from and to their workstation. Log records are maintained on all workstations and firewall logs are monitored for unusual activity. The Coalition prohibits the use of personal devices to download or store sensitive or confidential data.

Access to the Coalition's Internal Network is restricted by a hardware firewall. The firewall performs multiple network and security functions such as antivirus, antispyware, firewall, intrusion prevention, and device and application control for complete workstation protection. The network is further protected from spam and viruses by a third party filtering system. In addition, the Coalition is protected against e-mail information loss and business disruption during planned or unplanned outages by access to a web-based e-mail console. During an outage, all inbound and outbound e-mail continues to be filtered to protect the Coalition from threats.

Electronic Imaging and Signatures

Electronic imaging is used to generate official operating records and transaction files. The Coalition has an effective system of controls in place that ensures digital images of the original paper document are accurately represented because staff scan all documents in their entirety.

Staff are instructed to retain all documents per the Coalition's record retention policy to ensure access to the images are not destroyed, but remain accessible until the applicable retention period expires.

If changes to an electronic image are necessary and authorized, staff are instructed to save a copy of the unaltered, original file.

Electronic Signatures must be unique to the signer. To utilize electronically signed documents, the Coalition ensures that signers use a unique signature they control which can be verified via a mechanism such as login or IP address of the signer in a read only format so as not to be altered.

Security and Problem Management

The Coalition's IT vendor records all reports of problems, security incidents, and Coalition requests for services, to ensure that these events are responded to and/or resolved within the required four hour response time. In addition, the IT vendor must have the capability to install/perform an automated e-mail alert system, with the firewall, to report any unauthorized or malicious activity.

The Coalition is also required to document and provide the following details for any/each incident, and report to OEL:

- (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 Coalition has done or shall do to mitigate any harmful impact of the unauthorized use or disclosure and
- (v) What corrective action the Coalition has taken or shall take to prevent similar future unauthorized use or disclosure incidents.

Breach of Security or Security Incident

Coalition staff are required to report any breach/security incidents. The Coalition is also

required to report to OEL in writing within 24 hours after the Coalition learns of the security incident or breach. (For more information see OEL Grant award Exhibit I, Section F, *Breach of Security/Confidentiality*.)

IT401 Back-Up Systems and Storage

Effective Date: 10/01/08

Revision Date: 02/03/10, 04/08/15, 03/16/16, 06/12/19

Battery Back-up

The Coalition utilizes emergency battery back-up devices to ensure productivity during times of possible electronic interference.

Offsite Back-Up and Storage

The Coalition maintains back-up copies of the records through the use of a network server data back-up service, provided by the IT vendor, from an off-site location. The back-up files must be encrypted and the off-site storage must have a security level of at least a “Tier 4” secure data location. The vendor is required to sign the Coalition’s confidentiality agreement (policy #OP201) before services are provided, and the back-ups are performed daily. Access to back-up files shall be limited to those employees that it is appropriate. Multiple copies of back-up files are recommended so as to not overwrite the most recent back-up. For auditing purposes, the IT vendor will provide evidence of the back-up activities with each monthly billing invoice.

~~E-mail communications are kept in house (exchange server) and is included with the off-site back-up and storage system/process.~~

Data Back-up and Restore Testing

The Coalition’s IT vendor is required to perform regularly scheduled tests of its capability to restore data files from back-up storage. At a minimum, these tests must be done monthly. In addition, the IT vendor will provide evidence of the recovery testing with additional documentation submitted with each monthly invoice.

The Coalition complies with requirements for data backups described in the OEL IT Policy.

The IT Vendor is responsible for ensuring procedures are in place to perform:

- nightly backups
- annual review and recommendations for updates to policies and processes for changes in IT operations
- review of the backups
- testing and restoring of backup files, as identified as important by the Coalition

The Coalition is responsible for ensuring that the above services are completed and documented.

IT601 Use of On-line Services and E-mails

Effective Date: 10/01/08

Revision Date: 02/04/09, 02/02/11, 08/24/12, 03/22/17, 01/24/18, 06/12/19

Use of On-line Services (Internet, World Wide Web, AOL, etc)

On-line Services' sites can and do monitor access and usage and can in some cases, identify individuals accessing their services. Thus, Coalition employees should be mindful that accessing a particular bulletin board or Web site leaves company-identifiable electronic "tracks", even if the employee merely reviews or downloads the material and does not post any message.

Employees should also be aware that the Coalition reserves the right to routinely monitor without prior notice, on-line services access and usage to ensure that the system is being used for Coalition purposes according to this policy and to ensure that the Coalition's policies prohibiting harassment and inappropriate behavior are being followed. Therefore, employees should access sites that are necessary for Coalition business. Inappropriate use may subject an employee to disciplinary action up to and including termination of employment.

Use of Electronic Mail and On-line Services

The e-mail and internet system is intended to be used to promote the effective performance of the Coalition's business. While it may be acceptable to send or receive personal messages of a limited number and frequency, personal use of the e-mail system must be kept within the bounds of efficiency and good judgment and under no circumstances should interfere with an employee's performance of job duties or violate Coalition policies regarding appropriate workplace behavior.

Employees should exercise care in the use of e-mail and in the handling of e-mail attachments, and be aware of phishing e-mails. (See definition of phishing e-mails in policy **#IT101**, definitions section.) If an e-mail is from someone you do not know, or if you were not expecting an attachment, do not open it and do not forward it. Delete it. These type e-mails are known as spam, chain, or other junk e-mail. The user should contact the Office Manager for assistance if there are questions as to the validity of the message and attachment.

Confidentiality

All newly-hired employees must read the Coalition's Confidentiality policy (**#OP201**) and procedures and sign the Coalition's Employee Confidentiality Agreement form during orientation. All e-mail/internet records are considered Coalition records and should be transmitted only to individuals who have a business need to receive them. This applies to both company proprietary information or confidential material protected by the attorney-client privilege.

In some cases, sensitive information should not be sent via e-mail such as social security numbers, non-abbreviated names of clients and/or children, information that could be considered personal in nature (such as medical or financial information), etc. This type of information should be transmitted through a more secure source, such as the OEL "VPN Portal SharePoint" website, or other forms of communication.

Public Disclosure

Additionally (as Coalition records) e-mail/internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process. Consequently, employees

should always ensure that the business information contained in e-mail or internet messages is accurate, appropriate and lawful. E-mail/internet messages by employees may not necessarily reflect the view of the Coalition, its officers, directors or management. Abuse of the e-mail/internet systems through unacceptable personal use, or use in violation of law or Coalition policies, may result in disciplinary action, up to and including termination of employment.

The Coalition reserves the right to disclose employee e-mail messages or internet records to law enforcement or government officials or to other third parties, without notification to or permission from the employees sending or receiving the messages. As a condition of initial and continued employment, all employees consent to Coalition review and disclosure of e-mail messages and internet records. In addition, e-mail messages for which the computer system has a record will be stored and retained in accordance with the Coalition's records management/retention policy #F705. There is not an automated archive solution for files or e-mails, and it is up to the Coalition staff to preserve records according to the retention policy. Full system backup images are retained for a period of seven days.

Appropriate Use

Employees should be mindful that when they browse the internet, post information on websites, or send e-mail containing the Coalition's domain address, they are representing the Coalition—not merely themselves—in a public medium. Under no circumstances should an employee's use of the internet compromise the legitimate business interests of the Coalition or give rise to illegality.

Foul, offensive, defamatory, pornographic or other inappropriate communication is strictly prohibited. Further, the Coalition prohibits website posting or e-mail messages containing offensive material, remarks based on sex, race, ethnicity, national origin, disability, marital status, age, off-color remarks or jokes, or disparaging statements about any employee, supervisor, board member, community partner, or person associated with the Coalition in any way. Employees may not use the internet to access, view or download inappropriate materials, including but not limited to harassing or offensive materials, or materials that disparage or demean persons on the above-described bases. Employees who send out abrasive, harassing, or discriminatory e-mail messages or who visit inappropriate sites are subject to disciplinary action, up to and including termination of employment.

VI. New/Unfinished Business

G. Approval of the Revisions to the Coalition's Personnel Policies and Procedures Manual*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition's Personnel Policies and Procedures Manual
Reason for Recommended Action	<p><u>Revisions due to updated regulations:</u></p> <p>HR204 - <u>Employment Reference/Criminal History Checks</u>, added clarifying language to #9 regarding reporting of an arrest (from the 18/19 OEL Grant Agreement).</p> <p>HR314 – <u>Tuition Reimbursement</u></p> <ul style="list-style-type: none"> • changed 'post graduate' to 'Master's Degree' in OEL prior approval sentence. • added 'public' university and that most private universities and online colleges are not allowable. <p>HR404 – <u>Business Travel Expenses</u></p> <ul style="list-style-type: none"> • added the exclusion of Airbnb accommodations being reimbursable. <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition's Personnel Policies would not be up-to-date or compliant.
How the Action will be accomplished	Approval of the Personnel Policies and Procedures Manual revisions listed above.

HR204 Employment Reference/Criminal History Checks

Effective Date: 02/19/08

Revision Date: 04/07/10, 02/02/11, 08/03/11, 06/06/12, 08/24/12, 02/12/13, 04/03/13, 11/05/14, 03/16/16, 09/21/16, 02/01/17, 02/07/18, 11/07/18, 06/12/19

The Coalition will conduct reference and criminal history checks on all prospective and current employees, as well as volunteers, as outlined within this policy. The Coalition will ensure appropriate screenings are processed for contractors as well.

QUALIFIED ENTITY

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

The Coalition is a qualified entity and therefore is registered with the Florida Department of Law Enforcement (FDLE).

The Coalition requires any sub-recipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under agreement screened in a manner consistent with s. 943.0542, F.S.

For monitoring and audit purposes, the Coalition maintains on file verification for all Coalition personnel and any sub-recipient or contractor’s personnel per the guidelines of the OEL Grant Agreement current during the time of background screening processing.

REFERENCES/CREDENTIALS

The Coalition will verify (for all employees and volunteers) where applicable; clear background screenings, educational and professional credentials, and employment history/references prior to the first day of employment/assignment.

The Coalition will verify the highest level of education claimed (if the position requires), applicable professional licenses claimed (if position requires), and employment history (if position requires) for Coalition staff AND for Qualified Entities that are subrecipients/subcontractors and their staff.

Documentation of these verifications will be maintained by the Coalition.

CRIMINAL BACKGROUND SCREENING PROCEDURE

1. As applicable, the potential or current employee (or volunteer) must have a criminal background check processed prior to the first day of employment (or volunteer work), and screened in a manner consistent with Section 943.0542, F.S. The Coalition shall arrange for and pay all costs for the background screenings. If appropriate, the applicant and employee must meet criteria for background screening as required for child care personnel in child care licensing regulations.

2. The personnel staff will complete and submit the appropriate paperwork for the criminal background check and other necessary paperwork as required by the Department of Children and Families

upon employment and (at a minimum of) every five (5) years thereafter. The following paperwork may be included:

- a. **Affidavit of Good Moral Character** – All candidates must complete this form and have it notarized before employment. This form is available from the Department of Children and Families (DCF) District Screening Office. Human Resources will stress to the candidate the importance of this requirement and ensure that the candidate clearly understands it.
- b. **Local Criminal Records** – The personnel staff will complete the Request for a Local Law Enforcement Check and send it to the sheriff office in Baker, Bradford, Clay, Nassau, Putnam, and/or St. Johns counties.
- c. **Employment History/Reference Checks** – Conducted by the personnel staff, these checks should cover a two-year period preceding employment in the screened position and should exclude periods of unemployment. The potential applicant and current employee may be subject to additional background reviews depending upon their job specifics.
- d. **State and Federal Criminal Records** – The Coalition's personnel staff will instruct the candidate (or employee) to complete a "Live Scan" of their fingerprints with a vendor approved by the Coalition, to be sent to the FDLE (Florida Department of Law Enforcement) and the FBI (Federal Bureau of Investigation) for clearances. Effective July 1, 2012 all new employees will be screened, unless they have a current DCF clearance under five (5) years old and have had no break in service (or break in service under 90 days). Also effective July 1, 2012 all current employees will be re-screened on or before the five-year anniversary date of the last screening and thereafter if the individual continues performing under the OEL agreement (for the Coalition).
- e. **States other than Florida, if Resided in the Preceding Five Years** – If new or rescreening staff have lived out of the state of Florida at any time during the preceding five years, the DCF instructions will be followed, per DCF e-mail 10/10/16, "Updates to Background Screening Process". This document is available on the Coalition's share drive folders, "Policies and Procedures", then "Referenced Documents-Regulations".

NOTE: The full background screening may not be necessary for candidates transferring from another employer where he/she was screened, or for candidates who have had their fingerprints taken and processed by a Florida public school board provided that in either case there has not been more than a 90-day break in service.

3. **Volunteers and Board Members**

Any volunteer who will have contact with children 10 hours per month or MORE is required to have a Level II screening. Volunteers may only be approved for assignments once the background checks have been received and are clear. Volunteers still in service after five (5) years will be re-screened.

All potential and current volunteers (including board members) who will have contact with children on an intermittent basis (LESS than 10 hours per month) are NOT required to be background screened as long as a person who meets the Level II background screening requirements (as set forth in s. 435.04, F.S.) has the volunteer in his or her line of sight during any interaction with children (per 2012/2013 Grants Agreement section (45)(a) and e-mail correspondence from Kathy Summers, OEL Business Analyst dated 02/27/13 with OEL Memorandum dated November 19, 2012 "Background Screening Follow-Up Guidance").

Reading Pals

Although not required, the Coalition may process Level I screenings for volunteers of its "Reading

Pals” program. The Coalition also ensures that the volunteers do not meet or exceed 10 hours per month contact with children. Reading Pal volunteers complete the Coalition’s Volunteer Application and Affidavit of Good Moral Character. Upon completion, the Coalition personnel staff submits a request to the local county Sheriff’s Office (of the volunteer’s place of residence) for a local criminal background check. Also, the Coalition personnel staff performs a database search on the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov/Core/Portal.aspx), and the FDLE sexual offender/predator search website.

4. The personnel staff will track receipt of the local and FDLE criminal history checks results. When the results are received, the personnel staff will input the records into the applicant’s/employee’s personnel file and will track and monitor the 5-year re-screening dates.

5. **If the local law check or FDLE transaction listing on the applicant/employee are returned with any charges**, the C.E.O. will review the charge(s). Additional information, such as disposition, should be requested from the applicant/employee and reviewed regarding the charge(s). The applicant/employee should be advised both by telephone and in writing of the needed documentation, and should be given a deadline to submit the paperwork. If it is a current employee, and the employee needs any time off to obtain documentation, the C.E.O. will notify the supervisor of the needed time. (The nature of the need for time off, including charges should be kept confidential and not shared with the Supervisor.)

6. Where applicable, the C.E.O. or designee will determine if the applicant/employee is disqualified from employment based on Section 435.03 and 435.04, Florida Statutes. Assistance should be requested from DCF to make this determination. If the applicant/employee has committed an offense listed on the Good Moral Character Affidavit/Attestation, they may be considered disqualified for hire and may be terminated or placed in a position for which background screening is not required. Exemptions from such disqualification may be taken into consideration on a case-by-case basis.

7. **If the applicant/employee is disqualified due to his/her criminal background check results**, the C.E.O. or designee will follow appropriate procedures for notifying the applicant/employee in compliance with Department of Children & Families. A copy of the notification letter must also be sent to DCF along with the transaction listing and any associated court documents received.

If the applicant/employee is disqualified due to federal (FBI) results, DCF will notify the Coalition. The Coalition must then immediately remove the employee from his/her assignment.

8. The personnel staff will maintain the Affidavit/Attestation of Good Moral Character, results of local, FDLE and federal (FBI) criminal history information and other related correspondence, and the employment history checks in the applicant’s/employee’s personnel file. This file will be kept in a secured area to ensure confidentiality.

9. **Each Coalition employee, subcontractor employee, or volunteer for either organization, is required to notify the Coalition immediately or the next business day of being arrested for any criminal offense.** The Coalition will review the alleged offense within 48 hours of notification. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day. The Coalition will determine if the offense is one that would exclude the employee (or volunteer) under either the level I or level II background screenings (whichever is applicable), and if so remove the employee (or volunteer) from their assignment/position or remove them from working on a contract, if applicable. The employee (or volunteer), or contract staff, may not return to their work until cleared of all charges that would exclude the employee under a level 2 background screening.

SUBRECIPIENT/SUBCONTRACTOR/CONTRACTOR COMPLIANCE

1. Any subrecipient, contractor or subcontractor who does not meet the definition of “Qualified Entity” but who will perform duties under contract with the Coalition and who is permitted access to a child care location while children are present, or who will have access to confidential information about the children in care or their family shall comply with all of the above.

At the time of Contract approval, or change in staff during the course of a contract, the Coalition will supply the Contractor with the “Contract Employee Request and Approval Form” to ensure all applicable screenings are processed. The Contractor will have to submit the completed form with the cleared level II background screening documents, job descriptions, resume/work history, educational credentials and licenses required.

Once the Coalition has reviewed all documents, the Office Manager will approve, sign, date, and send back to the Contractor allowing the staff person to work on the Coalition’s contract. If they are not approved, the Coalition’s Office Manager will sign THAT portion of the form and follow-up with the Contractor regarding that decision.

2. 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.

HR314 Tuition Reimbursement

Effective Date: 02/19/08

Revision Date: 08/05/09, 08/03/11, 06/12/19

The Coalition recognizes that the skills and knowledge of its employees are critical to the success of the organization. The tuition reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the Coalition.

College Credit Courses

If **funding permits**, the Coalition will reimburse eligible employees for tuition fees for college credit courses that have received advance approval from the C.E.O. and if allowable per 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The amount of reimbursement may not exceed **two** -3 credit hour courses per semester unless the course of study has been deemed required to maintain employment with the Coalition, in which case reimbursement may not exceed **three** -3 credit hour courses. Any exceptions to this policy will be made at the sole discretion of the C.E.O. ~~and would require OEL Prior Approval is required if the courses are post-graduate (not undergraduate) full-time courses for a Master's Degree with a public university (since courses with most private universities and online colleges are not allowable).~~

To be eligible for reimbursement, the employee must receive a passing grade of "C" or better in the course. Individual courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable future position in the organization in order to be eligible for tuition reimbursement. The Coalition has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. Employees should contact their immediate supervisor for more information or questions about tuition reimbursement.

Non College Credit Courses

If **funding permits**, the Coalition will reimburse eligible employees for any pre-approved course work if it is for professional licensing, or for continuing education that enhances the professional license. Any course work that is associated with testing will be reimbursed (both for the course work and testing) to the employee upon presenting a passing grade. Any course work associated with testing will be treated as tuition reimbursement with the employee paying for these costs and receiving reimbursement, only after presenting the passing grade.

Approval of Courses

For each course for which reimbursement will be sought, a "Request for Reimbursement Educational Fees" form should be filled out by the employee and approved by signature by the employee's supervisor and by the C.E.O. This should be done prior to payment of the tuition fee as well as prior to registration for classes for which the employee wants consideration for tuition reimbursement. The Finance Department will keep the original and give the copies of the request form to the Supervisor and to the employee.

To qualify as reimbursable, the course must:

1. Be directly related to the employee's present job duties or enhance the employee's worth to the Coalition
2. Be a job related requirement as deemed necessary by the employee's supervisor and

the C.E.O.

Any degree-granting program should be reviewed by the employee's supervisor and by the C.E.O. before the employee registers for courses. The course of study must be job related. Each course will be considered for approval on an individual basis.

Any course beginning prior to employment is not eligible for reimbursement.

Reimbursement Procedure

Reimbursement for tuition/course/licensing fees can be made upon submittal of documentation to the administrative and finance staff of proof of payment and grades. As with all expenditures, reimbursement will be based on funding availability and must be approved prior to registering for the course. **The course(s) must be completed and documentation of the passing grade must be submitted for reimbursement in the same fiscal year.** The reimbursement request must be completed, submitted, and approved prior to the last Coalition payment processing cycle for the same fiscal year.

Additional Requirements

The Coalition will provide tuition reimbursement (or reimbursement for any course work relating to professional licensing or continuing education that enhances the professional license) to all eligible employees who have completed 180 calendar days of service in an eligible employment classification. (Employees who are classified as a full-time regular employee are eligible for tuition reimbursement.) To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.

The Coalition provides tuition reimbursement to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee voluntarily separates from the Coalition's employment within **one year** of the last tuition reimbursement payment, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay up to **100 percent** of the original tuition reimbursement payment, and may be deducted from any monies owed by the Coalition to the employee.

While course work and/or professional licensing/continuing education is expected to enhance employees' performance and professional abilities, the Coalition cannot guarantee that participation in continuing their education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

HR404 Business Travel Expenses

Effective Date: 02/19/08

Revision Date: 08/05/09, 08/03/11, 09/20/17, 06/12/19

The Coalition will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. However, it is required that **ALL** business travel be pre-approved by the employee's immediate supervisor and the C.E.O. (and approved by the Board for any C.E.O. and/or Board member travel). **Please see Coalition Accounting and Financial Policy #F306 for travel pre-approval instructions.**

When approved, the statutory costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Coalition according to applicable state (Florida Statute 112.061, chapter 69I-42 FAC, and FDOE Travel Policy DOE-IOP-500, effective 12/01/16) and federal guidelines. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- * Airfare or train fare for travel in coach or economy class, or the lowest available fare.
- * Car rental fees, only for compact (for single passengers) or mid-sized cars (when meeting certain criteria).
- * Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- * Taxi fares, only when there is no less expensive alternative.
- * Mileage costs (including tolls and parking) for use of personal cars, only when less expensive transportation is not available. The reimbursement rate is intended to compensate for all costs related to the operation of his or her personal vehicle while on early learning business. The traveler assumes liability for his or her personal vehicle in Coalition related travel.
- * Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings (excluding Airbnb).
- * Charges for telephone calls, faxes, and similar services required for business purposes.

Travel advances to cover reasonable anticipated expenses may be made to employees. Employees should submit a written request to their supervisor when travel advances are needed.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within 10 business days of non-routine travel, or within 10 business days of end of the month for routine travel (five (5) business days if an advancement was received by the employee). Reports should be accompanied by receipts for all applicable individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

VI. New/Unfinished Business

H. Approval of YE 2018-19 Coalition Budget Realignment*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of YE 2018-19 Coalition Budget Realignment
Reason for Recommended Action	<p>To be in compliance of completing the 2018-2019 budget year within the 1.5% margin, shifting of budget categories may be necessary. We request to move any unused Administrative Dollars to any OCA item as needed, to include Quality and Direct Services.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• If not approved: The Coalition would exceed the allowable margin of 1.5% of the end-of-year budget.
How the Action will be accomplished	Coalition budget realignment to be approved at the 6/12/2019 Board meeting.

VI. New/Unfinished Business

I. Approval of the Preliminary ELCNF Budget for 2019/2020*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Preliminary Budget for 2019/2020
Reason for Recommended Action	<p>To have a working budget until the funding totals are received from OEL by way of Notice of Award in the beginning of the 2019-2020 fiscal year.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• If not approved: The Coalition would not be working under a budget for the portion of the year prior to receipt of the Notice of Award funds.• The Coalition would not be in compliance with policy requiring Board approval.
How the Action will be accomplished	2019/2020 draft budget to be approved at Board meeting to be held June 12, 2019.

Early Learning Coalition of North Florida

DRAFT

Budget 2019-2020

As of June 12, 2019

	2018-2019		2019-2020	
	Projected Actual		Draft Budget	
2018-19 Notice of Awards				
School Readiness (SR)	\$	16,239,735	\$	17,022,254
Program Assessment		267,900		268,000
CCEP		18,835		19,000
Voluntary PreKindergarten (VPK)		13,000,000		15,344,354
Total Notice of Award	\$	29,526,470	\$	32,653,608
Subrecipient Expense				
School Readiness (SR)	\$	15,432,965	\$	17,343,750
Program Assessment		231,301		268,000
CCEP		14,537		19,000
Voluntary PreKindergarten (VPK)		12,950,000		13,886,000
Total Subrecipient Expense	\$	28,628,803	\$	31,516,750
Grant Funds Available to ELC of North Florida	\$	897,666	\$	1,136,858
Other Donations and Revenue				
Kiwanis	\$	1,000	\$	1,000
Reinhold		750		750
Quality Teacher's Conference		6,549		6,500
Miscellaneous Donations		1,485		2,000
Total Revenues	\$	907,450	\$	1,147,108
ELC of North Florida Estimated Expense				
Salaries	\$	496,675	\$	600,000
PR Taxes		39,734		48,000
Health Insurance & HSA Contributions		101,596		110,000
Pension		22,350		27,000
Life, Disability, and WC		8,736		9,500
Staff Development		6,500		11,600
Contract Services		500		3,000
Auditing		13,750		15,000
Legal		466		500
Printing & Reproduction		1,300		2,500
Repairs & Maintenance		500		1,000
Office Sites - Occupancy		42,024		47,000
Postage, Freight & Delivery		1,368		1,795
Rentals - Office Equipment		3,048		5,000
Office Supplies		8,940		9,800
Communications		13,044		14,700
D & O Insurance		2,467		2,800
General Liability		2,702		3,900
Equipment <\$1,000		1,500		2,500
Equipment >\$1,000		0		4,000
Travel - In State		1,840		3,000
Travel - Out of State		5,418		6,000
Travel - Local		4,956		6,500
Bank Fees		300		500
Software/Licenses/Support		10,356		11,300
Web Service		20,316		24,000
Other employee expenditures		500		2,000
ADP Fees		5,580		6,700
Dues & Subscriptions		10,000		12,000
Taxes, Licenses and Fees		200		450
Misc. - Other Current Charges		1,000		5,063
Quality Program		70,000		150,000
Total ELC North Florida Estimated Expense	\$	897,666	\$	1,147,108
Surplus or Loss	\$	(0.00)	\$	(0.00)

VI. New/Unfinished Business

J. Approval of the 2019-20 Meeting Schedule*

***Action Item**



2019-20 MEETING SCHEDULE

Unless stated otherwise, all meetings are held at:

**Renaissance World Golf Village Resort and Convention Center
500 South Legacy Trail, St. Augustine, FL 32092**

DATE	TIME	MEETING
July 2019		No Meetings
August 7 th	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
September 11 th	10:30 a.m.	ANNUAL Board; Meeting/Workshop; Elect Officers
October		No Meetings
November 6 th	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
December 4 th	2:00 p.m.	Board- CaddyShack Restaurant, World Golf Village
January 2020		No Meetings
February 5 th	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
March 11 th	10:30 a.m.	Board
April		No Meetings
May 6 th	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
June 10 th	10:30 a.m.	Board

- **Board Meetings are held quarterly on the 2nd Wednesday of the month with the exception of the December Meeting.**
- **Exec/Admin Committee Conference Call Meetings are also held quarterly on the 1st Wednesday of the month.**
- **AD-HOC Committee Meetings are added as needed.**

PLEASE MAKE NOTE: This is a tentative schedule that is continuously being updated as meetings are being added or rescheduled, due to unforeseen circumstances.

Updated Meeting Schedules are posted on our website: www.elcnorthflorida.org

VI. New/Unfinished Business

K. Approval of the Web/Marketing Consulting Contract with Creative Types/Amy Lyn D'Alesio*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Web/Marketing Consulting Contract with Creative Types/Amy Lyn D'Alesio for 2019-20
Reason for Recommended Action	<p>Our Web/Marketing consulting services is up for procurement. Three quotes were obtained and staff recommends that we accept the Creative Types bid and enter/continue into a contract. This contract is to be billed on an hourly basis of \$60 per hour and not to exceed 200 hours/\$12,000 annually.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would not have anyone in place to assist the Coalition with their ongoing Marketing/Ad Graphics, website updates and social media marketing, etc. To hire a staff person to solely perform these duties would be far more costly than \$12,000 annually.
How the Action will be accomplished	Once Board approved, the contract will be signed and followed.



June 5, 2019

Ms. Dawn Bell
CEO
Early Learning Coalition of North Florida

Agreement Between Amy Lyn D'Alesio (Creative Types) and the Early Learning Coalition of North Florida (ELC)

Scope & Specifications

Creative Types agrees to provide ongoing Marketing/Ad Graphics (print and online graphic design, public relations, social media and advertising) for the Early Learning Coalition of North Florida (ELC). Marketing duties that were previously handled by the Program and Outreach Co-ordinator will be added to the current contract the coalition has with Creative Types for other projects which will continue. Marketing/Ad Graphics Contracted Service not to exceed 200 hours @ \$60/hr. Not to exceed \$12,000 annually.

Services may include, but are not limited to*:

- Maintenance for the ELC website: www.elcnorthflorida.org, including:
 - Updating content and images
 - Maintaining accurate web links and creating new links for information
 - Updating calendars
 - Creating additional web pages as needed
- Graphic design projects such as brochures, posters, postcards and other mailings.
- Event services.
- Public relations campaigns.
- Online social media marketing including strategies and promotions of ELC.
- Advertising design and coordination.

*Does not include full redesign of current site such as major layout changes, colors, fonts, speciality graphics or images. Changes such as those would require a separate agreement. Additional large projects may also require a separate agreement between Creative Types and ELC if they do not fall under the scope of this agreement.

(Continued.)



(Agreement between Creative Types and ELC, continued.)

Fees & Terms:

- Projects will be billed on an hourly basis of \$60 per hour; not to exceed \$12,000 annually.
- This contract shall be in effect for the period beginning on July 1, 2019 and ending June 30, 2020, unless terminated earlier in accordance with the terms of this contract.
- Identify timelines for invoice submission and approval. Monthly invoices will be emailed by the 10th of each month and are to be paid no later than the last day of that same month.
- Checks are to be made payable to Amy Lyn D'Alesio (EIN# 47-2772827).
- Publishing costs are the responsibility and are not included in this agreement.
- Final proofreading is client's responsibility.
- Creative Types retains personal rights to use the completed projects and any preliminary designs for the purpose of competitions, future publications, educational purposes and the marketing of Creative Types. Where applicable, client will be given credit.
- Project-related out-of-pocket expenses, such as copying, courier and shipping charges, will be reimbursed to me at cost. Agreed items under \$50, such as photography, templates or specialty graphics, may be purchased on behalf of the client for timely reimbursement. Payment for these items will be client's responsibility and will be billed separately.

☐ *Assurances and Certifications:* Creative Types agrees to comply with all applicable assurances and certifications as listed on Attachment I - Assurances and Certifications.

Should mutually agreed-upon additions to the above scope occur, additional fees will be charged only following discussion and agreement.

Termination at Will - This contract may be terminated by any party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by read-receipt e-mail, certified mail-return receipt requested or in person with proof of delivery.

Termination for Breach - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.



Termination Due to Lack of Funds - Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event funds to finance this contract Coalition become unavailable, the Coalition may terminate this contract upon no less than one hundred and twenty (120) calendar day notice in writing to the Contractor.

Your signature below certifies understanding and agreement with all the statements in this document and authorizes Amy Lyn D'Alesio to continue work as described above. If this agreement is acceptable as written, please sign below and return.

Sincerely,

Amy Lyn D'Alesio

Amy Lyn D'Alesio

Approved: Ms. Dawn Bell: _____ Date: _____



ATTACHMENT I – ASSURANCES AND CERTIFICATIONS

- A. Assurances – Non-construction Programs (OMB Standard Form SF 424B)**
- B. Certification Regarding Debarment and Suspension (29 CFR Part 98 and 45 CFR Part 74)**
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- D. Drug-Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (s. 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000**
- H. Certification Regarding Environmental Tobacco Smoke – The Pro Children Act of 2001**
- I. Certification Regarding Immigration Status**
- J. Certification Regarding Standards of Conduct**
- K. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- L. The Transparency Act, as 2 CFR Part 170, defines**
- M. Equal Employment Opportunity (E.E.O.) Assurance**
- N. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)**
- O. Energy Efficiency**
- P. Scrutinized Companies Lists**
- Q. Davis-Bacon Act, as amended (40 USC 276a, et seq.)**
- R. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)**
- S. Contract Work Hours and Safety Standards Act**
- T. Access To Records**

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

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



1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida Department of Education (DOE), the Florida Department of Financial Services (DFS) and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.



8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human services involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB CFR § 200 Uniform Audit Requirements and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.



18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's List of Parties Excluded in the System for Award Management (SAM) identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that CONTRACTORS are not suspended, debarred or disqualified. The CONTRACTOR through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.sam.gov/> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the CONTRACT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or CONTRACT under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.



3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the CONTRACT, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the CONTRACT.

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. COALITION may not authorize or make any disbursement of funds or aids appropriations pursuant to a CONTRACT to any person or organization unless the terms of the CONTRACT prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying COALITION in writing within ten (10) calendar days of receiving notice from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to-

**Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Suite 103
St. Augustine, Florida 32086**

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement, or other appropriate agency approved for such purposes.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.



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

CREATIVE TYPES
14030 ATLANTIC BLVD, #3414
Jacksonville, FL 32225

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

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

The CONTRACTOR will inform the COALITION of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The CONTRACTOR hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it is required to inform the COALITION immediately upon any change of circumstances regarding this status.

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 – PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

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

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

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED, (22 U.S.C. 7104 (G))

This CONTRACT is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each COALITION CONTRACT (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the COALITION to include a condition that authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial



sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

I. CERTIFICATION REGARDING IMMIGRATION STATUS

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

J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The CONTRACTOR certifies that it shall comply with the provisions of **45 CFR part 92.36(b)(3)** regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

To comply with Public Law 111-117, the CONTRACTOR may not distribute federal funds made available under this CONTRACT to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

L. THE TRANSPARENCY ACT (AS CFR PART 170 DEFINES)

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

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.



M. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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

N. CLEAN AIR ACT (42 U.S.C. 7401, ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251, ET SEQ.) AS AMENDED

If this CONTRACT is in an amount in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251, et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). Violations shall be reported to the COALITION, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 92.36 (i)(12).

O. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). See 45 CFR part 92.36 (i)(13).

P. SCRUTINIZED COMPANIES LISTS

If this CONTRACT is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the COALITION may terminate this CONTRACT at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.

If this CONTRACT is in the amount of one million dollars or more, in compliance with s. 287.135, F.S., the CONTRACTOR, by signing this CONTRACT, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Q. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, ET SEQ.)

When federal program legislation requires, all construction CONTRACTS of more than \$2,000 the recipients and subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.



R. COPELAND ANTI-KICKBACK ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

T. ACCESS TO RECORDS

Pursuant to 2 CFR §200.336, Access to records, the CONTRACTOR agrees to provide access by the COALITION, the Office of Early Learning, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

By signing below, the CONTRACTOR, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in this attachment.

Amy Lyn D'Alesio

Printed Name and Title of Authorized Representative (For Contractor, Creative Types)

Amy Lyn D'Alesio June 5, 2019

Signature: _____

Date: _____

VI. New/Unfinished Business

L. Board Self Evaluation-Discussion*

***HANDOUT**



2450 Old Moultrie Road, Suite 103
St. Augustine, FL 32086
904-342-2267
www.elcnorthflorida.org

MEMORANDUM

TO: Board Members

FROM: Rhonda Cody, Office Manager

DATE: June 12, 2019

SUBJECT: Board Self-Evaluation (Assessment)

Attached is our Board of Directors Self-Evaluation Form. Please give us your most candid feedback. This assists the staff and the Executive Administrative Committee assure that we are fulfilling each and every board members expectations and helps us continue in our strive to be a model Coalition and a non-profit that community partners enjoy serving as board members.

Please complete and return to me using the provided self-addressed stamped envelope by **July 12, 2019.**

Please contact me with any questions or concerns.

Thank you.



A United Way Agency Funded by the State of Florida



Florida Early Learning Coalitions Board of Directors Self-Evaluation Form

Early Learning Coalition of: <u>North Florida</u>					Compiled: _____					
Name: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Printed Signature </div>										
Position: ___ Officer ___ Mandated Member ___ Provider Representative ___ Private Sector ___ Other										
Date: _____										
RATING SCORES										
5 Outstanding	4 Exceeds Expectations	3 Meets Expectations	2 Needs Improvement	1 Below Expectations						
OVERALL BOARD PERFORMANCE EVALUATION										
<i>Individual Board Member Contributions</i>		<i>Appraisal Rating</i>			<i>Comments Required for Ratings 5 or 1</i>					
As an ELC Board Member, I...		5	4	3	2	1				
1. Attended at least 80% of all Board meetings during the past year, including special called meetings.										
2. Carefully review all background materials prior to Board and committee meetings.										
3. Have developed a thorough understanding of the ELC by-laws and Board policies.										
4. Offer constructive suggestions, comments, and feedback during all Board discussions.										
5. Respect the right of other Board members to disagree and to have sufficient time to express their thoughts.										
6. Serve as an ambassador for the ELC during community events and contacts (e.g., opening of a child care center, meetings of community agencies), and maintain the highest standards for professional behavior when doing so.										
As an ELC Board Member, I...		5	4	3	2	1				
7. Help to recruit new private sector members as needed.										
TOTAL INDIVIDUAL CONTRIBUTIONS:										

ELC Board Operational Responsibilities	Appraisal Rating					Comments Required for Ratings 5 or 1
Our ELC Board...	5	4	3	2	1	
8. Provides input into the development and revision of ELC policies as needed, and approves those policies.						
9. Assures the long-term progress of the Coalition by carefully monitoring program reports at each Board meeting.						
10. Assures the financial integrity of the organization by exercising responsible stewardship through the careful scrutiny of fiscal reports at each Board meeting.						
11. Uses the talents of Board members and interested citizens through committees, which meet regularly and provide information and recommendations to the Board on key issues.						
12. Is provided sufficient notice of all Board and Committee meetings.						
13. Is provided briefing and other materials prior to the Board meeting, with sufficient time for members to review and be prepared for the meeting.						
14. Has had a quorum at all Board meetings during the past year.						
Our ELC Board...	5	4	3	2	1	
15. Has positive and informational interactions with the ELC CEO and staff.						
16. Has evaluated the CEO during the past year, through a collaborative process that involves Board members and the CEO.						
17. Has evaluated our Board's performance during the past year, and has used the results to strengthen Board operations.						
18. Has developed and uses a Code of Conduct that reflects our collective values, and describes our conduct both during Board/Committee meetings, as well as in the community when members are representing the Board.						
TOTAL BOARD OPERATIONAL RESPONSIBILITIES:						
ELC Board General Responsibilities	Appraisal Rating					Comments Required for Ratings 5 or 1
Our ELC Board...	5	4	3	2	1	
19. Ensures that the ELC adheres to all applicable federal, state, and local laws,						

and is accountable to the public and to the State of Florida for all organizational actions, and assures that business is conducted in the spirit of transparency, as required by Florida's Sunshine Laws.						
20. Ensures that services are procured through an open, fair, and robust competitive process.						
21. Preserves and nurtures a number of external and internal relationships to ensure the accomplishment of the ELC's mission and outcomes.						
22. Demonstrates accountability by establishing standards to measure both organizational and Board performance. It monitors its performance regularly to ensure compliance.						
Our ELC Board...	5	4	3	2	1	
23. Utilizes a strong Board governance model to ensure that decisions are made without real or perceived conflicts of interest on the part of any Board member.						
TOTAL BOARD GENERAL RESPONSIBILITIES:						
OVERALL BOARD PERFORMANCE EVALUATION TOTAL:						

VII. Review of Board Membership- INFORMATIONAL

BOARD MEMBERSHIP SUMMARY
As of December 5, 2018

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	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, 2021
Private Sector	Mike Siragusa	September 2018	September 2022
Private Sector	Michelle Jonihakis	December 2018	December 2022
Total Private Sector	3		
MULTI COUNTIES			
DCF Regional Administrator or Designee	Charles Puckett	December 2018	December 2022
Regional Workforce Board Executive Director or Designee	*Renee Williams, <i>Vice Chair</i> (Baker, Clay, Nassau, Putnam, St. Johns)	September 2014	September 2022
President of a Florida College System or Designee	* Dr. Myrna Allen (Clay, Putnam, St. Johns)	September 2014	September 2022

Representative of Private For-Profit Child Care Providers	Patricia Tauch (Clay County)	January 2019	January 2023
Representative of Faith Based Child Care Providers	Theresa Little, <i>Treasurer</i> (Putnam, St. Johns)	December 7, 2016	December 7, 2020
Central Agency Administrator	Teresa Matheny (All Counties)	September 21, 2016	NA
Private Sector	Aubrie Simpson Gotham (St. Johns)	December 2018	December 2022
Private Sector	Joy Stanton, <i>Secretary</i> (St. Johns)	March 16, 2016	March 16, 2020
Total Private Sector	2		
Combined Total Private Sector (<i>Must comprise MORE THAN 1/3 of total Board Membership</i>):	8		
<i>TOTAL MEMBERSHIP</i>	<i>19</i>		

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 and has been approved. Nancy's new term is from August 30, 2018 to April 30, 2021.
- **Mary Garcia-** Voted in December 2017 to December 2021 as County Health Department Director or Designee.
- **Dr. Myrna Allen-** Term date is September 2018; she has served one term and has been reappointed as the Designee by President Joe Pickens of St. Johns River State College to serve a second term. The Board approved Dr. Allen's second term on the September 19, 2018 meeting. Dr. Allen's second term expires September 2022. (President of a Florida College system designee)
- **Renee Williams-** Term date is September 2018; she has served one term and has been reappointed for a second term as the Designee by President Bruce Ferguson of the Regional Workforce Board. The Board approved R. Williams second term on the September 19, 2018 meeting. R. Williams second term expires September 2022. (Regional Workforce Board Executive Director or Designee)
- **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 19 = 42%. We currently have 8 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 19 board members.

Early Learning Coalition of North Florida, Inc.

VIII. Board Absenteeism Log- INFORMATIONAL

BOARD

MEMBER ABSENTEEISM LOG

By-Laws

consecutive meetings within a twelve month period by a representative or appointed member is equivalent to resignation from the 3.2.8. Mandated members with three (3) consecutive unexcused absences from meetings or six (6) unexcused absences from meetings within a twelve month period

X = Attended

	MEMBER NAME	3/21/2018	No Meeting Apr-17	No Meeting May-17	6/20/2018	No Meeting Jul-18	No Meeting 8/18/2018	9/19/2018	No Meeting Oct-18	No Meeting Nov-18	12/5/2018	No Meeting Jan-19	No Meeting Feb-19	3/13/2019
1	Allen, M.	EXCUSED			X			X			X			X
2	Coleman, R.	X			EXCUSED			EXCUSED			EXCUSED			X
3	Delcomyn, V.	X			X			X			X			X
4	Deputy, A.	EXCUSED			X			X			X			X
5	Graham, B.	X			X			EXCUSED			EXCUSED			X
6	Hough, A.	EXCUSED			EXCUSED			EXCUSED			RESIGNED			X
10	Pearson, N.	X			EXCUSED			X			EXCUSED			X
11	Ramoutar, M.	X			EXCUSED			X			No longer a member			X
12	Simpkins, K.	X			EXCUSED			X			EXCUSED			X
13	Sirgusa, M.	No longer a member			No longer a member			New Member			EXCUSED			X
14	Matheny, T	X			X			X			X			X
15	Williams, R.	X			X			X			X			X
17	Stanton, J.	X			X			X			X			X
18	Little, T.	X			X			X			X			X
19	Smith, J.	X			X			EXCUSED			EXCUSED			X
20	McElhone, B.	X			X			X			EXCUSED			X
21	Hill, Marsha	X			X			X			X			X
22	Garcia, Mary	EXCUSED			X			X			X			X

IX. Board Comment

X. Next Meetings

- Wednesday, August 7, 2019, 10:30 a.m. –
Exec/Admin Committee Conference Call
Meeting
 - Wednesday, September 11, 2019, 10:30 a.m.-
ANNUAL Board Meeting at
World Golf Village, Renaissance Hotel
Conference Center
-

XI. Adjournment*

***ACTION ITEM**