Amendment 0001-19 to Primary Services Contract Episcopal Children's Services

THIS AMENDMENT, entered into between the Early Learning Coalition of North Florida, Inc. hereinafter referred to as the Coalition, and Episcopal Children's Services, hereinafter referred to as the Contractor, amends the 2019-20 primary services contract as follows:

Item #	Page #	Headings and Text			
1	7	A. <u>ELIGIBILITY AND ENROLLMENT</u> (SR)			
		THE CONTRACTOR: 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.			
		7.—Shall conduct eligibility re-determination in accordance with CareerSource or DCF requirements and for Economically Disadvantaged and CCEP per OEL rules.			
2	8-9	B. LOCAL MATCH AND GRANT MANAGEMENT (SR)			
		THE CONTRACTOR: 1. Shall be responsible for actively soliciting and obtaining local match funds in the (minimum) amount of 6% on for the Economically Disadvantaged funding category. Contractor shall prepare local 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.			
3	9	C. <u>RESOURCE MANAGEMENT</u> (SR)			
		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 \$14,250,795. 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 local 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. 12-13 B. Scope of Services (CCR&R) 4 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, becoming a licensed provider, information on training and technical assistance opportunities, and information on other assistance as requested. 13-14 5 C. Methodology (CCR&R) 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. If the Contractor's CCR&R office is closed at any time during standard business hours, the Contractor 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. 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.

- 7. Provide a minimum of <u>five six unbiased</u> (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 <u>three (3) two (2)</u> business days and in the format (delivery method) requested by the individual.
- 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/consumer education programs, financial assistance programs including the temporary cash assistance program (TANF), Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special supplemental nutrition program for women, infants, and children (WIC), and related community and social services resources 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.

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 and Early Head Start Programs, the federal child care and dependent care tax credit, and other statewide or local community resources.

Provide information and resources that assist an individual or family in making informed decisions regarding quality child care. Assist families with identifying summer camp programs and creative childcare options or other special arrangements with providers.

- 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.

 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 Contractor within fifteen (15) calendar days of being submitted by the provider into the SISS. 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.

6	15	C. <u>Methodology</u> (CCR&R)			
		17. Provide monthly data on CCR&R services in a written format as identified to the appropriate committees or the Coalition upon request. Develop an annual "CCR&R Plan for Family Engagement and Community Outreach" to be submitted to the Coalition/OEL by the last business day in August of each year. The report shall be submitted in the format designed annually by OEL.			
7	18	C. Methodology (Inclusion)			
		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. 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.			
8	21	VII. Method of Payment (SR)			
		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 \$16,946,880. 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 \$373,411 (97BBA) may be allocated to adminstrative 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.

Contractor will observe and meet the terms of OEL's Grant Agreement regarding conditions of the **2019/2020** agreement for components of **House Bill 1091**, specifically Exhibit 2, Parts B33-B.35 [definitions for Quality Improvement Plan, Quality Performance System (QPS), and Child Assessments], Part C.5.3.1 (Conducting Program Assessments and Determining SR Provider Eligibility), Part C.5.7 (Quality Improvement Plan Management), and Part C.5.8 (Child Assessment Management).

School Readiness Program Assessment—Non ELPFP Providers
Per recently enacted legislation (Ch. 2018-136, Laws of Florida), the
Contractor shall provide a program assessments 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.

Preschool Development Grant Services (P.D.G.)

This is a 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.

Contractor must complete and submit a PDG Plan for Implementation of Child Assessment Best Practices to OEL for review and approval.

Contractor must submit the ELC board approved PDG Plan to the Office of Early Learning no later than close of business July 31, 2019.

Best practices for supporting child assessment implementation are outlined in OEL Program Guidance 420.02 Attachment C – School Readiness Child Assessment Guide. To the extent possible, each coalition's plan for supporting child assessment implementation should align to these best practices.

To the extent possible, Contractor will complete all targets and goals of the plan. Contractor may not exceed the PDG Plan **total dollar amount** of \$115,526.

9	22	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. 7. Purchase or lease of motor vehicles per section 287.14(3), F.S.
10	31	THE COALITION AGREES: (VPK)
		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 it's 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 \$14,878,088 (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 (subject to 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.
11	38-39	V. Method of Payment, A. Payments (VPK)
		This is a cost-reimbursement contract, based on actual child enrollments. The Coalition shall pay the Contractor for the delivery

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		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\$ \$14,878,088 (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 691-40.002 (1). When submitting reimbursement request invoices, the Contractor shall adhere to F.A.C. rule 691-40.103 (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).			
		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 \$23,485, is contingent upon completion of the terms and conditions of the grant, and is subject to the availability of funds.			
12	39	B. Funding By Category (VPK)			
		The Coalition agrees to pay for contracted services in an amount up to and not to exceed \$13,825,764 \$14,878,088 (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 \$23,485 for outreach and awareness, and provider monitoring services, and previous fiscal year absence data entry – if required, supported by the supplemental Voluntary Pre-kindergarten Outreach and Awareness and Monitoring Initiative grant.			
13	46	K. Insurance			
		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 with an endorsement naming the Coalition as additional insured. 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. <u>Motor Vehicle Insurance:</u> If applicable, Contractor agrees to obtain and maintain throughout this contract period, with an endorsement naming the			

		 Coalition as additional insured, 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, with an endorsement naming the Coalition as additional insured, against fire, theft, and destruction equal to the full replacement cost. 		
14	52	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. Beginning May 1, 2020, and continuing each year after, the Contractor shall		
		submit a COOP update no later than May 1. 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.		
15	69-70	Attachment 9 School Readiness Budget		
		(Attached, Pages 9-10 shows what was deleted, and pages 11-12 shows what was added. Pages 11-12 replaces original contract attachment and is incorporated as part of this amendment.)		
16	71	Attachment 10 Voluntary Prekindergarten Budget		
		(Attached, Page 13, replaces original contract attachment and is incorporated as part of this amendment.)		
		END OF AMENDMENTS		

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%			

	97BBA, 97FIR,			
General Administration	97LCA	\$361,411	\$507,124	\$868,535
Non-direct Services	97BBD	\$283,479	+	\$283,479
Systems	97SYS	+	-	+
Eligibility Determination	97BDE	\$631,931	+	\$631,931
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	\$699,211	\$414,952	\$1,114,163
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$267,306	\$25,000	\$ 292,306
Inclusion	97QIN	\$105,099		\$105,099
Resource & Referral	97Q14	\$277,639		\$277,639
Total Non-Slots (Non-Dire	ect)	\$2,626,076	\$947,076	\$3,573,152
Gold Seal Payments	97GSD	\$600,000		\$600,000
Slots	\$13,197,545	ł	\$13,197,545	
CCEP funding	\$18,835	ł	\$18,835	
Total Slots (Direct Service	\$13,816,380	!	\$13,816,380	
Grand Totals		\$16,442,456	\$947,076	\$17,389,532

NOA Total

Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

Performance Funding Project (OEL NOA #EL439)	
CFDA# 93.575/CCDF, Federal Award No. G1802FLCCDF-100% funding	
OCA's: PFPPQ, PFPCA, PFPFCQ and PFPCL	\$100,371
OCA's: 97PFA and 97PFQ (may not exceed \$29,076)	\$29,076
Total (total dollar amount up to and not to exceed)	\$129,447
Early Learning Florida (through the University of Florida Lastinger Center)	
Contract #SR400 (eff dates 09/15/17-07/31/18) Total	\$41,300
Contract #SR974 (eff dates 01/04/19-08/31/19) Total	\$22,500
SR Program Assessment (EL439)	
CFDA# 93.575/CCDF, Federal Award No. G1802FLCCDF-100% funding	
For General Administration of CLASS Assessments (OCA - SRPAS)	
Total (total dollar amount up to and not to exceed)	\$267,900

ATTACHMENT 9 SCHOOL READINESS BUDGET

State of Florida Notice of Award No. EL430					
DUNS # 130220796					
CFDA# / Name Federal Award #					
93.558 / TANF and MOE	G1901FLTANF (21.95%)				
93.575 / CCDF Discretionary	G1901FLCCDD (50.54%)				
93.596 / CCDF Mandatory	G1901FLCCDF (<u>5.65</u> %)				
93.596 / CCDF Matching and MOE	G1901FLCCDM (21.79%)				
93.667 / SSBG	G1901FLS0SR (0.07%)				
	Grand Total 100%				

Description OCA		ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$ <u>373,411</u>	\$ <u>522,915</u>	\$ <u>896,326</u>
Non-direct Services	97BBD	\$ <u>288,026</u>		\$ <u>288,026</u>
Systems	97SYS			
Eligibility Determination 97BDE		\$ <u>628,518</u>		\$ <u>628,518</u>
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	\$ <u>651,625</u>	\$ <u>431,733</u>	\$ <u>1,083,358</u>
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$ <u>362,017</u>	\$25,000	\$ <u>387,017</u>
Inclusion	97QIN	\$ <u>98,028</u>		\$ <u>98,028</u>
Resource & Referral	97Q14	\$ <u>294,460</u>		\$ <u>294,460</u>
Total Non-Slots (Non-Dir	ect)	\$ <u>2,696,085</u>	\$ <u>979,648</u>	\$ <u>3,943,836</u>
Gold Seal Payments	97GSD	\$600,000		\$600,000
SR Matching Funding	\$151,008		\$151,008	
Slots	\$ <u>13,499,787</u>		\$ <u>13,499,787</u>	
Total Slots (Direct Service	ces)	\$ <u>14,250,795</u>		\$ <u>14,250,795</u>
Grand Totals		\$ <u>16,946,880</u>	\$ <u>979,648</u>	\$ <u>17,926,528</u>

NOA Total

Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

Early Learning Florida (through the University of Florida Lastinger Center) Contract #SR974 (eff dates 01/04/19-08/31/19) Total	\$22,500
Preschool Development Grant (PDG)	
General Administration (OCA – SRPAS)	<u>\$5,776</u>
Total Allocation	<u>\$115,526</u>
SR Program Assessment (EL439)	
CFDA# 93.575/CCDF, Federal Award No. G1802FLCCDF-100% funding	
For General Administration of CLASS Assessments (OCA - SRPAS)	
Total (total dollar amount up to and not to exceed)	\$267,900

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 EL430 /CFSA#48.108 (100%)					
Description	OCA	Amount			
VPK Administration	VPADM		\$ 249,516		
VPK Enrollment	VPENR		194,016 239,268		
VPK Monitoring	VPMON		35,052 <u>22,971</u>		
Total ECS Administrative Costs					
(up to 3.6% of slots earned)			\$ 478,584 <u>515,011</u>		
Coalition Administrative Costs					
(up to 0.4% of slots earned)			\$ 53,176 <u>57,223</u>		
Total Non-Slots (ECS + Coalition)					
(4% of slots earned)			\$ 531,760 <u>572,234</u>		
Direct Services - Slots			\$ 13,294,004		
Grand Total			\$ 13,825,764 14,878,088		

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

NOTICE OF AWARD NUMBER 0A439 <u>0A430</u> / CFSA#48.108 (100%)	
Total (for VPK outreach/awareness, and monitoring)	\$22,494

THIS AMENDMENT shall begin on <u>August 7, 2019</u>, or the date, on which the amendment has been signed by both parties, whichever is later.

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

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

This amendment is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this <u>14</u> page amendment to be executed by their officials thereunto duly authorized.

EARLY LEARNING COALITION OF NORTH FLORIDA	EPISCOPAL CHILDREN'S SERVICES, INC.
NAME	NAME
TITLE	TITLE
SIGNED	SIGNED
DATE	DATE