



**EXEC/ADMIN COMMITTEE MEETING**

August 7, 2019; 10:30 a.m.

*Conference Call*

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

**TENTATIVE AGENDA**

***\*Action Item***

- I.** Call to Order/Roll Call
- II.** Public Comment
- III.** Review of Credit Card Statements
- IV.** Approval of November 7, 2018 Exec/Admin Committee Meeting Minutes\*
- V.** Approval of Episcopal Children's Services 2019/2020 Contract Amendment #0001-19\*
- VI.** Retro-Active Approval of the Voluntary Prekindergarten (VPK) Outreach and Awareness and Monitoring Initiative Grant Agreement Between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida.\*
- VII.** Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual\*
- VIII.** Review and Approval of 2019-2020 ELCNF COOP \*
- IX.** Review of Board Membership-Informational
- X.** Committee Absenteeism Log – Informational
- XI.** Committee Comment
- XII.** Next Meeting: Board **ANNUAL** – September 11, 2019; 10:30 a.m.  
Exec/Admin – November 6, 2019; 10:30 a.m. Conference Call
- XIII.** Adjournment\*

## **I. Call to Order/Roll Call**

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## **II. Public Comment**

### **III. Review of Credit Card Statements**

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

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

***\*ACTION ITEM***

Early Learning Coalition of North Florida, Inc.

**EXECUTIVE ADMINISTRATIVE COMMITTEE**

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

**ATTENDANCE**

**Committee Members Present:**

Renee Williams, Vice Chair  
Theresa Little, Treasurer  
Myrna Allen  
Vina Delcomyn  
Teresa Matheny, ECS  
Michael Siragusa

**Committee Members Absent:**

Nancy Pearson, Board Chair- EXCUSED  
Joy Stanton, Secretary

**Others Present:**

Brian McElhone

**Coalition Staff Present:**

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

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**CALL TO ORDER/ROLL CALL**

The meeting was called to order at 10:32 a.m. by R. Cody and roll was called; quorum was present with 6 of 8 committee members in attendance.

**PUBLIC COMMENT**

No Comments.

**REVIEW OF CREDIT CARD STATEMENTS**

Employee Credit card statements were presented to the committee for the review of the months of July, August and September 2018. (Amex and Visa cards issued to D. Bell and R. Cody)  
There were no comments or questions.

**APPROVAL OF AUGUST 1, 2018 EXEC ADMIN MEETING MINUTES \***

1. V. Delcomyn motioned to approve the August 1, 2018 Exec Admin Meeting Minutes. T. Little seconded the motion. No discussion – motion passed unanimously.

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

**APPROVAL OF THE EPISCOPAL CHILDREN'S SERVICES 2018/2019 CONTRACT AMENDMENT #0003-18\***

Revisions:

- A. Item #1 removes the requirement of foster children child care placement based on facility type (the Florida Administrative Code rule changed 03/16/18). This correction was a suggestion from the ELC's June 2018 OEL Accountability review.
- B. Items #2 and 3 are to update the School Readiness Performance Funding Project budget amounts per the October 05, 2018 Notice of Award.

2. T. Little motioned to approve the ECS 2018/2019 Contract Amendment #0003-18. V. Delcomyn seconded the motion. No discussion- motion passed unanimously. T. Matheny recused herself from voting, documentation attached.

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

Revisions:

HR204 - Employment Reference/Criminal History Checks

- added to first paragraph the Coalition will ensure appropriate screenings are processed for Contractors.
- added "Contractor" to heading of last section.
- added process to ensure background screenings, job descriptions, work history and required licenses are received from Contractor (who are not a qualified entity) who may have access to children or confidential information. As in this revision, this process will include using the Coalition's "Contract Employee Request and Approval Form".

This was a corrective action for the OEL Accountability Review that began 06/11/18.

3. M. Siragusa motioned to approve the revisions to the Coalition's Personnel Policies and Procedures Manual. M. Allen seconded the motion. No discussion, motion passed unanimously.

**REVIEW OF BOARD MEMBERSHIP- Informational**

Informational; no comments.

**COMMITTEE ABSENTEEISM LOG- Informational**

Informational; no comments.

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

**COMMITTEE COMMENT**

No comment

**NEXT MEETING**

December 5, 2018, 2:00 p.m. –Board Meeting at World Golf Village Caddy Shack Restaurant  
February 6, 2019, 10:30 a.m. – Executive Administrative Committee Meeting- Conference Call

**ADJOURNMENT\***

4. M. Allen motioned to approve adjournment. T. Little seconded the motion.  
10:47 am No discussion- motion passed unanimously.

**Minutes submitted by, Rhonda Cody, Office Manager November 28, 2018**

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

**V. Approval of Episcopal Children's Services  
2019/2020 Contract Amendment #0001-19\***

***\*ACTION ITEM***



## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Episcopal Children’s Services 2019/2020 Contract Amendment #0001-19:
<b>Reason for Recommended Action</b>	<p><u>Revisions:</u></p> <ul style="list-style-type: none"> <li>A. Items #3, 8 and 15 were to update the <u>School Readiness</u> budgeted amounts per the July 1, 2019 Notice of Award.</li> <li>B. Items #10, 11, 12, and 16 were to update the <u>Voluntary Pre-Kindergarten and VPK Outreach and Awareness</u> budgeted amounts per the July 1, 2019 Notices of Awards.</li> <li>C. Item #13 was to add the Coalition as “additionally insured”, as it was left off in error in the original contract.</li> <li>D. Item #8, under “<u>Additional School Readiness-Related Programs and Funding</u>” was to: <ul style="list-style-type: none"> <li>• Remove “Performance Funding Project” as it is no longer in effect.</li> <li>• Remove the one “Early Learning Florida” contract that has expired.</li> <li>• Add references in the grant agreement regarding elements of HB1091, which replaced the Early Learning Pay for Performance contracts.</li> <li>• Update the “School Readiness Program Assessment” project section.</li> <li>• Add the “Preschool Development Grant Services” project section.</li> </ul> </li> <li>E. The remaining items were due to <u>revisions made to the 2019/2020 OEL Grant Agreement</u>.</li> </ul> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"> <li>A. ECS’s contract would not have the correct budgeted amounts for the School Readiness program.</li> <li>B. ECS’s contract would not have the correct budgeted amounts for the VPK program.</li> <li>C. ECS’s contract would not include these needed insurance corrections.</li> <li>D. ECS’s contract section, “Additional School Readiness-Related Programs and Funding” would not be up to date nor accurate.</li> <li>E. All other elements not revised in the ECS contract would make it non-compliant with the 2019/2020 OEL grant agreement requirements.</li> </ul>
<b>How the Action will be accomplished</b>	Approval of ECS 2019/2020 amendment #0001-19, and party signatures.

**V. Retro-Active Approval of the Voluntary  
Prekindergarten (VPK) Outreach and Awareness  
and Monitoring Initiative Grant Agreement  
Between the Office of Early Learning (OEL) and  
the Early Learning Coalition of North Florida.\***

***\*ACTION ITEM***

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	RETRO ACTIVE Board Approval of the Voluntary Prekindergarten (VPK) Outreach and Awareness and Monitoring Initiative Grant Agreement Between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida.
<b>Reason for Recommended Action</b>	<p>RETRO ACTIVE Board Approval of VPK OAMI Grant Agreement for FY 2019-20, effective <b>June 19, 2019</b> (<i>ELCNF CEO Signature Date</i>).</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"> <li>• The Coalition would not receive the required grant funding to perform outreach and awareness of the VPK programs nor the monitoring initiative for VPK.</li> </ul>
<b>How the Action will be accomplished</b>	RETRO ACTIVE Board Approval effective <b>June 19, 2019</b> .

**STATE OF FLORIDA  
OFFICE OF EARLY LEARNING  
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM  
OUTREACH/AWARENESS AND MONITORING INITIATIVE 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, the State of Florida has charged OEL with overseeing and administering the state's Voluntary Prekindergarten Education Program (VPK, VPK Program); and

WHEREAS, the ELC is a statutorily-created entity given the responsibility of the local administration of the VPK Program; and

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

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

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

**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 the Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibits III, IV, and V.

**B. Agreement documents**

The agreement consists of the following documents:

1. Exhibit I – Special Conditions.
2. Exhibit II – Scope of Work.
3. Exhibit III – Voluntary Prekindergarten Provider Monitoring Tool.
4. Exhibit IV – Minimum Annual Sample Size.
5. Exhibit V – Audit Requirements.
6. Exhibit VI – Certifications and Assurances.

**C. Compliance with applicable laws and regulations**

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

- 45 CFR part 82 – Drug-Free Workplace Act Common Rule.
- 45 CFR part 93 – Byrd Anti-Lobbying Amendment Common Rule.
- 2 CFR Part 376 – Nonprocurement Debarment and Suspension.
- American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX):
  - Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.

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- Section 1107, Protection for whistleblowers (employees and other individuals).
- 2. The ELC shall comply with the following applicable State laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the ELC), in the course of performing services under this 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).
  - 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 Rule 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.

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- 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.
  - 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.

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- 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](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 on 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 June 30, 2020 unless the agreement is terminated it 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.

**F. Funding**

The 2019-20 General Appropriations Act, Specific Appropriations 84 provides funds from General Revenue for the program services 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. Terms**

If the ELC and OEL have also entered into a Grant Agreement for the administration and implementation of a local comprehensive program of SR Program services and the local administration and implementation of the VPK program (Grant Agreement) during the same service period, termination of the ELC's Grant Agreement will result in immediate termination of this agreement.

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**K. Grant Manager for the ELC and for 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
Email 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
Email address:	james.finch@oel.myflorida.com

**L. 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.

**THIS SPACE LEFT BLANK INTENTIONALLY**



**VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM  
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**M. 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.

Early Learning Coalition of North Florida

By: DBell  
Printed name: Dawn E. Bell  
Title: C.E.O.  
Date: June 19, 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 signature: Maggi O'Sullivan Parker  
Title: General Counsel  
Date:

**EXHIBIT I**  
**SPECIAL CONDITIONS**

**A. 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.

**B. 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.

**C. Background screening**

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

1. The ELC shall conduct employee background screening in accordance with the requirements in this section (C.).
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.

## **EXHIBIT I**

- 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:
  - 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.

## EXHIBIT I

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.

### **D. 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 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

## EXHIBIT I

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.

### **E. 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 (PII), 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 <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.

### **F. Contingency statement**

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

### **G. 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.

### **H. 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

## EXHIBIT I

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 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.

### I. 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 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.

### J. 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 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 section and will notify the ELC

## **EXHIBIT I**

of OEL's decision in writing. The ELC shall not assert a claim for damages, other than for an extension of time, against OEL. The ELC is not entitled to an increase in the agreement price or payment of any kind from OEL for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference, or hindrance from any cause whatsoever.

If any of the causes this 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.

### **K. 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.

### **L. 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.

### **M. 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.

### **N. 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.
5. The ELC will have and continuously maintain all other types of insurance as required by law.

## EXHIBIT I

6. In the event any of the coverage described above is canceled by the insurer for any reason, the ELC shall immediately notify the Office of such cancellation and shall obtain replacement coverage acceptable to the Office and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.
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.

### **O. 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. 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 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.



## EXHIBIT I

4. Pursuant to s. 286.021, F.S., and subject to claims of the United States Department of Health and Human Services (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.
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.

**P. 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.

**Q. 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.

## EXHIBIT I

### R. 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. The ELC shall submit the expenditures report to the SharePoint Coalition Zone site, Invoice folder, MBE Reports.

### S. Order of precedence

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

1. State law.
2. The agreement.

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

### T. Personnel costs – time distribution

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

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

### U. Policy Compliance

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

1. [Program Guidance 101.02 – Records Confidentiality Policy](#).
2. [Program Guidance 202.80 – Early Learning Coalition Annual Report](#).
3. [Program Guidance 240.01 – Cash Management](#).
4. [Program Guidance 240.03 – Collection of a Delinquent Account](#).
5. [Program Guidance 240.05 – Prior Approval](#).
6. [Program Guidance 240.06 – Reimbursement Requests](#).
7. [Program Guidance 250.01 – Other Cost Accumulators \(OCAs\)](#).
8. [Program Guidance 300.01 – IT Security Manual](#).

### V. Prior approval requests

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

### W. Procurement

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

## EXHIBIT I

### X. 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).

### Y. Prohibited food and food-related costs

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

### Z. 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.
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 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 sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all subrecipients shall certify and disclose accordingly.
4. The certification at Exhibit VI is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### AA. Public entity crimes

#### 1. Convicted vendor list

ELC's must attest to compliance with Section 287.133, 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 VI.

Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. Prior to contract or agreement execution, the ELC shall also verify 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 Section 287.134, 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

## EXHIBIT I

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 VI.

### 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 or 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 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.

### BB. 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**

## EXHIBIT I

**(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 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 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.
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.

### **CC. Records retention**

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

## EXHIBIT I

1. The ELC shall have/establish a proper accounting system in accordance with generally accepted accounting standards.
2. The ELC shall account for expenditures incurred under the terms and conditions of this agreement separate from expenditures incurred under the terms and conditions of any other agreement. The ELC shall require the same of its subcontractors.
3. The ELC shall establish and maintain records related to eligibility, enrollment files, provider payments, ELC staff background screenings and other documents required for implementing early learning programs.
4. The ELC shall establish a five (5) year records retention requirement for attendance and sign-in/sign-out records for all SR and VPK services. The ELC may not alter or amend attendance records after 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 pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five (5) years from the submission date of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the agreement, whichever occurs last.
7. The ELC shall ensure 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 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:
  - 10.1 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.

## EXHIBIT I

- 10.2** 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.

### **DD. Related party contracts**

- 1.** 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)(c), 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.

### **EE. Renegotiation or modification**

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

### **FF. 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.

## EXHIBIT I

### GG. 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.

### HH. 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. ELC shall notify OEL in writing of any circumstances resulting in a delay in updated logo implementation.

### II. State requirements

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

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



## EXHIBIT I

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.

### **KK. 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.

### **LL. 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

### **MM. 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.

### **NN. 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.

### **OO. 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

## **EXHIBIT I**

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 for the Outreach, Awareness and Monitoring Initiative (OAMI) with which the ELC agrees to comply in exchange for state funds from OEL.

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

**2. Funding and budget**

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

**3. Major goals**

**3.1.** Maximize VPK awareness in the ELC's service area.

**3.2.** Monitor VPK Program providers to obtain reasonable assurance VPK providers administer the VPK Program in compliance with laws, regulations, and the provisions of contracts or grant agreements and providers achieve those performance goals.

**B. Terms and definitions**

- 1. 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. These programs include, but are not limited to, the SR, Child Care Resource and Referral (CCR&R), and the VPK Programs.
- 2. Grant manager** – OEL's employee responsible for enforcing the performance of agreement terms and conditions and the ELC's employee responsible for compliance with the agreement terms and conditions. The grant managers serve as the primary point of contact for this grant through which the agreement information flows between OEL and the ELC.
- 3. Office of Early Learning (OEL, the Office)** – The OEL is the lead office for the federal CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, SR (CCDF), CCR&R, and the VPK Education Programs.
- 4. Other cost accumulator (OCA)** – Indicators for tracking state and federal fund expenditures.
- 5. Outreach, Awareness and Monitoring Initiative (OAMI)** – Initiative to support public awareness of VPK and during-the-award monitoring of VPK providers to ensure proper VPK administration.
- 6. Voluntary Prekindergarten (VPK) Education 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.

## EXHIBIT II

7. **VPK Roundup** – Advertised meetings at various locations that local ELCs schedule to register children for VPK.

### C. Manner of service provision

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

#### 1. Outreach and awareness

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

- 1.1. VPK local planning and implementation.
  - 1.1.1. Increased capacity needed for information technology, initial provider and student registration, and planning activities.
  - 1.1.2. Activities to maximize public awareness of the VPK Program and initial registration, including:
    - 1.1.2.1. Electronic media campaigns, including television, radio spots and electronic billboards;
    - 1.1.2.2. Print media, including newspaper ads, magazines, flyers and billboards;
    - 1.1.2.3. VPK roundup activities; and/or
    - 1.1.2.4. Conference participation promoting VPK, including information booths and speaking engagements.
- 1.2. VPK local curricula and materials, including curricula and materials made available to a VPK provider.
- 1.3. VPK local training, including training for ELC staff, contractors, and VPK providers.

#### 2. Monitoring Initiative

##### 2.1. Guidance for VPK provider monitoring

The ELC administers the VPK Program through a VPK provider's service delivery contract (OEL VPK 20). After the ELC has determined a provider is eligible to deliver the program, the ELC is required to verify the provider's compliance with Florida Statutes, Florida Administrative Code, and ELC procedures. The OEL review of the ELC's monitoring of VPK providers examines whether the coalition verified the provider met or is currently meeting the requirements set for in the OEL VPK 20. The ELC can find specific monitoring activities in the VPK Standard Eligibility Review Program Guide which can be accessed on the OEL SharePoint/Coalition Zone/Monitoring Guides {document library}/AS Monitoring Tools 2019-20.

##### 2.2. Monitoring requirements

The ELC shall be responsible for on-site monitoring of VPK providers. The ELC shall monitor a sample of VPK providers on an annual basis based on Exhibit IV, Minimum Annual Sample Size. Provider monitoring includes during-the-award monitoring to provide reasonable assurance providers administer the VPK Program in compliance with laws, regulations, and the provisions of contracts or grant agreements and performance goal achievement.

- 2.3. The ELC may expend grant funds for VPK monitoring activities. ELC shall allocate salaries and benefits in accordance with Personnel Activity Reports (PARs) allocation and allocate shared activity based on percentage of direct staff hours per PARs. Activities shall include but are not limited to:

## EXHIBIT II

- 2.3.1. Verifying compliance of providers;
  - 2.3.2. Certifying student enrollment and student attendance; and/or
  - 2.3.3. Reviewing/approving provider improvement plans and corrective action plans.
- 2.4. VPK monitoring initiative funds are for accomplishing monitoring activities and ELCs shall expend the funds, in compliance with the OCA VPMNI, for allowable costs associated with monitoring VPK providers, including requirements in the VPK Provider Monitoring Tool.
- 2.5. The ELC shall develop a valid sample size for VPK monitoring. To create a valid sample size for monitoring, the ELC shall derive the monitoring sample size based on the number of VPK programs funded by the coalition and not the total number of provider VPK contracts. If a VPK provider has multiple sites, each site must be included in the total number of VPK providers from which the sample is derived. This applies to public, private non-profit, and private for-profit VPK programs with multiple sites. Once determined, the ELC should check the sample size look-up table in Exhibit IV to determine the number of providers to review for the fiscal year. For example, if the ELC's actual provider count is 1,000 providers, 121 providers should be the annual total selected for review. The ELC should make a best estimate for the sample size when the total number of VPK providers fall somewhere between the numbers listed in the table. For the quarterly period, the ELC would review one-fourth of the annual total. For a monthly review, the ELC would review one-twelfth of the annual total. The ELC has the discretion to determine how many classes to include in the provider review.
- 2.6. The ELC shall develop and submit a VPK Monitoring Plan to the OEL Grant Manager by the due date listed in Section D. Deliverables. The VPK monitoring plan shall identify the percentage or number of VPK providers monitored based on sample size requirements and the process by which the ELC selects providers for monitoring. Plan elements shall include:
- 2.6.1. VPK provider monitoring schedule.
  - 2.6.2. A process to evaluate compliance with all requirements in the VPK Provider contract using the monitoring tools provided in Exhibit III – Voluntary Prekindergarten Provider Monitoring Tool.
  - 2.6.3. A process for timely reporting of findings and recommendations.
- 2.7. The ELC shall conduct on-site monitoring of each selected VPK provider to verify compliance with applicable rules, laws, and regulations. The ELC shall monitor providers based on the sample size developed in accordance with subsection C.2.5. The ELC may use the monitoring tool OEL developed or the ELC's own tool, but all elements in the ELC's tool must be in compliance with the OEL Monitoring Tool, (Exhibit III), including all components of each element. Monitoring elements shall:
- 2.7.1. Validate current provider licensure or accreditation of providers (OEL-VPK-10).
  - 2.7.2. Validate director credentials and background screening (OEL-VPK-10).
  - 2.7.3. Validate class/instructors background screening and credentials (OEL-VPK-11A and B).
  - 2.7.4. Verify provider has met instructor/child ratio.
  - 2.7.5. Validate improvement plan progress for providers on probation, including, completion of AP2, if applicable.

## EXHIBIT II

- 2.7.6. Validate reported curriculum compliance.
  - 2.7.7. Validate class schedule/instructional hours.
  - 2.7.8. Verify completion of Child Certificate of Eligibility Form OEL-VPK 02 for all enrolled VPK children included in the sample.
  - 2.7.9. Verify evidence of VPK children's daily and monthly attendance.
  - 2.7.10. Verify evidence of implementation of the VPK pre- and post-assessment.
  - 2.7.11. Verify evidence of applicable insurance coverages.
  - 2.7.12. Verify compliance with VPK Provider Contract record maintenance requirements.
- 2.8. If the ELC elects to deviate from the required sample size, the ELC shall submit a waiver request to OEL. The waiver shall include the explanation for deviation. OEL may request documentation supporting the explanation. OEL must approve the request in order for the ELC to deviate.
- 2.9. The OEL VPK monitoring tool is available on the OEL [SharePoint Coalition Zone in the Monitoring Guides Library](#).
- 2.10. If the provisions of subsections C.2.1 through C.2.7 are met, the ELC may expense costs related to the establishment and maintenance of a statewide computerized child care information system used for the purpose of monitoring child care providers from the portion of funds allocated to the Monitoring Initiative.

EXHIBIT II

**D. Deliverables**

Deliverable	Tasks and Activities	Due by
<p>Payments are tied to the ELC conducting VPK outreach and awareness activities and VPK provider monitoring in accordance with the requirements in the Scope of Work and in providing tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 – Other Cost Accumulators, during the invoice period.</p>	<p>VPK provider monitoring in accordance with the agreement’s monitoring requirements and the ELC’s valid sample requirements in Exhibit IV.</p> <p>Evidence of completion includes a VPK Monitoring Plan received by the due date and a tracking log detailing the VPK Providers monitored with the ELCs reimbursement request, approved by the OEL grant manager. The tracking log shall include the total number of VPK providers to be monitored during the grant term; name, address, and contact information of monitored providers; and a cumulative total of VPK providers monitored during the grant term.</p> <p>Outreach and Awareness activities in accordance with the requirements in Exhibit II, section C.1. Evidence of completion includes the ELC’s general ledger received with the invoice documenting allowable expenditures related to costs incurred during the quarter providing allowable outreach and awareness activities and approved by the OEL grant manager.</p>	<p>Service provision to begin at agreement start date</p> <p>VPK monitoring plan due October 1.</p> <p>Tracking log due with invoice for services</p> <p>Service provision to begin at agreement start date.</p>

**E. 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., and Rule 69I-40.002(1), F.A.C., which govern time limits for payment of invoices. The expenditure of funds must be authorized by law and the expenditure must meet the intent and spirit of the law authorizing the payment.
- 1.2. The ELC may submit quarterly requests for VPK OAMI expenditure reimbursement no later than twenty-five (25) calendar days following the last day of the last month of the previous quarter(s).
- 1.3. The ELC shall submit with their reimbursement request a tracking log detailing the VPK providers monitored during the reimbursement request period. The tracking log shall include the name, address, contact information, and total number of VPK providers monitored during the reimbursement request period.
- 1.4. 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 the number of providers monitored during the reporting period for costs associated with OCA VPMNI.

## EXHIBIT II

- 1.5. The ELC shall submit reimbursement requests to the OEL grant manager for approval in compliance with the most recent versions of OEL Program Guidance 240.06 – Reimbursement Requests.
  - 1.6. 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.
  - 1.7. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC’s accounting system.
  - 1.8. 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.
  - 1.9. Failure to follow reimbursement request requirements may result in the ELC not receiving reimbursement or receiving a delayed reimbursement.
  - 1.10. 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 (subsequent) award. The certified forward budget reverts September 30 each year and is not available after that date for paying reimbursement requests.
- 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 Procedures.
  - 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 with each invoice to the ELC’s projected cash need.
- 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.



## EXHIBIT II

- 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 OAMI funds must be returned to OEL.

### 5. Budget

- 5.1. The ELC shall prepare a budget for the OAMI 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 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 affecting services delivered under the agreement terms, the ELC must submit a budget amendment request and receive OEL's approval before the ELC may implement the budget amendment or expend funds related to the amendment.
- 5.6. A Coalition may transfer funds from the four Outreach and Awareness OCAs to the OCA for the Monitoring Initiative (VPMNI). Alternatively, the Coalition may transfer funds allocated in the OCA VPMNI for the Monitoring Initiative portion of the award to any of the four Outreach/Awareness OCAs on the condition that the Coalition has completed its monitoring requirements in accordance with these terms and conditions and the VPMNI OCA definition.

### 6. Return of funds

- 6.1. Upon OEL's final determination of overpayments or disallowed costs under state law, regulation, or rule, the ELC shall return to OEL any overpayments or disallowed costs within forty (40) calendar days of OEL issuing a written notice to the ELC or other timeframes which comply with OEL Program Guidance 240.01 – Cash Management Procedures.
- 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 that OEL report a delinquent account to 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 to DFS shall make the request to OEL within thirty (30) days from determining that the ELC cannot recover the delinquent account.

### 7. Financial consequences

- 7.1. 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.

## EXHIBIT II

- 7.2.** 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 D. Deliverables. Failure to correctly, completely, or adequately perform these major deliverables as described in Exhibit II, Section D. Deliverables will trigger a financial consequence and the following actions will occur:
- 7.2.1.** 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 addressing the identified deficiency and stating how the deficiency will be remedied within a time period approved by the OEL grant manager.
- 7.2.2.** 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 next quarterly invoice 1% of the quarterly value of the funds in the agreement for each day the CAP is not submitted.
- 7.2.3.** 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.
- 7.2.4.** 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 quarterly value of the funds in the agreement for each day the deficiency is not corrected.
- 7.2.5.** 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 next quarterly invoice, 1% of the quarterly value of the funds in the agreement for each day the deficiency is not corrected.

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EXHIBIT III

**VOLUNTARY PREKINDERGARTEN PROVIDER MONITORING TOOL**

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

**PROVIDER PROGRAM INFORMATION**

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

**Provider name:** \_\_\_\_\_ **Provider ID:** \_\_\_\_\_

**Location address:** \_\_\_\_\_

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

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

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

**Current level two background screening clearance on file for director(s):** Yes  No

**Low performing provider:** Yes  No

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

**AP2 Completed:** Yes  No  N/A

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

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

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

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

**Files compliant with VPK Provider Contract record maintenance requirements**

The provider maintains the following records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last:

**VPK instructor, substitute instructor, and VPK director records:** Yes  No

**VPK attendance records:** Yes  No

**Records are backed up on a regular basis to safeguard against loss:** Yes  No

**VPK child records:** Yes  No

EXHIBIT III

**VOLUNTARY PREKINDERGARTEN PROVIDER MONITORING TOOL**

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

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

**VPK CLASS REVIEW**  
(Duplicate this page for each class reviewed)

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

Class being monitored: \_\_\_\_\_

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

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

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

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

Current level two background screening clearance on file for lead instructor(s): **Yes**  **No**

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

Secondary/substitute listed on OEL-VPK 11A: **Yes**  **No**

Secondary/substitute credentials current: **Yes**  **No**

Current level two background screening clearance on file for secondary/substitute instructor(s):

**Yes**  **No**

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

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

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

Form OEL-VPK 02 on file for all VPK children included in the sample: **Yes**  **No**

Implementation of pre- and post-assessment as required (review Bright Beginnings System and child assessment booklets): **AP1: Yes**  **No**  **AP3: Yes**  **No**

Comment: \_\_\_\_\_

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

EXHIBIT III

**ATTENDANCE REVIEW**

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

Daily attendance (evidence of daily record of VPK children's attendance in the program: sign-in or sign-out log or electronic attendance-tracking system): Yes  No

Monthly attendance verification (OEL-VPK 03S or OEL-VPK 03L): Yes  No

If No, indicate names of children with missing forms:

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

**INSURANCE VALIDATION**

**Worker's Compensation Insurance**

Does the private provider have Worker's Compensation Insurance in accordance with paragraph 8 of Form OEL-VPK 20PP (October 2016) that covers the term of the contract?

Yes  No  N/A

**Reemployment Compensation Assistance**

Does the private provider have Reemployment Compensation Assistance or Unemployment Compensation as required in accordance with paragraph 8 of Form OEL-VPK 20PP (October 2016) that covers the term of the contract?

Yes  No  N/A

**General Liability Insurance**

Does the private provider have proof that it maintained general liability insurance (including transportation coverage if applicable) in accordance with paragraphs 6 and 7 of Form OEL-VPK 20PP (October 2016) that covers the term of the contract? Yes  No

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

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

EXHIBIT III

All Requirements Met: Yes  No  If no, mark number of requirements not met below and indicate corrective action plan (CAP) due date.

Number of requirements not met: \_\_\_\_\_

CAP DUE DATE: \_\_\_\_\_

CAP RECEIVED DATE: \_\_\_\_\_

CAP APPROVED DATE: \_\_\_\_\_

TECHNICAL ASSISTANCE PROVIDED: Yes  No  NA  DATE: \_\_\_\_\_

Comments:

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Provider Representative Printed Name and Title: \_\_\_\_\_

Provider Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Coalition Representative Printed Name and Title: \_\_\_\_\_

Coalition Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT IV

MINIMUM ANNUAL SAMPLE SIZE

Number of Providers	Minimum Sample Size
<20	all
30	25
35	28
40	31
45	34
50	37
55	38
60	39
65	40
70	42
75	44
80	47
85	50
90	53
95	56
100	58
110	62
120	65
130	68
140	70
150	72
160	74
170	76
180	78
190	80
200	81
210	82
220	83
230	84
240	85
250	86
260	87
270	88
280	89
290	90
300	91
325	93
350	95
375	98
400	100
425	102
450	103

Number of Providers	Minimum Sample Size
475	106
500	108
525	109
550	110
575	111
600	112
625	113
650	114
675	115
700	116
725	116
750	117
775	117
800	118
900	119
1000	121
1500	122
2000	123
2500	124
3000	125
3500	126
4000	127
4500	128
5000	129
5500	130
6000	131
6500	132
7000	133
7500	134
8000	135
8500	136
9000	137
9500	138
10000	139
11750	140
12500	141
13750	142
15000	144
16750	145
17500	146
18750	148
>20000	150

## EXHIBIT V

### AUDIT REQUIREMENTS

**ELC Name:** Early Learning Coalition of North Florida

**Grant Number:** OA430

**Estimated funding/grant program(s):** \$22,494

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

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

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

#### 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.

#### B. Monitoring

##### 1. Monitoring activities.

The Office is responsible for monitoring grant, subrecipient and contract-supported activities to ensure 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. In addition to audits conducted in accordance with 2 CFR §200 and s. 215.97, F.S., as revised, OEL may conduct or arrange for monitoring of the ELC's activities. Such monitoring activities may include onsite visits by OEL staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the ELC agrees to comply and cooperate with any monitoring procedures/processes OEL deems appropriate. The ELC further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the 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 V

### 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 E, 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.

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. The ELC properly records and accounts for transactions.
- 4.2. The ELC executes transactions in compliance with laws, regulations and contract provisions.
- 4.3. The ELC safeguards funds, property and other assets against loss due to unauthorized use or disposition.
- 4.4. 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.
- 4.5. OEL will provide the annual ICQ form in electronic format to the ELC by July 1 of each award period, unless OEL makes other arrangements. Each ELC shall submit the completed ICQ and any other supporting files considered necessary electronically to the SharePoint ELC site, FMSAS/2018-19 ICQ – Completed. If the ELC does not have access to the OEL SharePoint site, OEL will provide alternative written instructions.

## C. **Audits - 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](#).

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. 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 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.

## EXHIBIT V

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.
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 ELC must pay the audit costs from non-state resources (i.e., the grantee must pay the audit costs from resources obtained from non-federal and non-state entities).
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.
6. Find additional information regarding the Florida Single Audit Act at the Florida DFS Website found here: <https://apps.fldfs.com/fsaa/>.

### D. Special Audit Testing Requirements

1. It is essential 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.
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. 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.
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.

### E. Report submission

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.

EXHIBIT V

2. Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the Office at the following address:

Office of Early Learning

Financial Management Systems Assurance Section (FMSAS)

Email – [OEL.Questions@oel.myflorida.com](mailto: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*

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. 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](mailto: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.

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

By:   
Authorized ELC Representative

June 19, 2019  
Date

By Electronic Signature

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

EXHIBIT VI

**CERTIFICATIONS AND ASSURANCES FORM**

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

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


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**Certification:**

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

ELC of North Florida	OA430	Dawn E. Bell/C.E.O.
Typed ELC Name	Grant Number	Typed Name/Title of Authorized Official

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

	June 19, 2019	9043422267
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 agreement submitted to OEL.

## EXHIBIT VI

### CERTIFICATIONS AND ASSURANCES

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

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

- 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. The Transparency Act (as defined by 2 CFR Part 170).
- B. Other miscellaneous/general disclosures.
- C. Assurance for proper expenditure reporting.
- D. Certification regarding separation of VPK Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54).
- E. Contract Work Hours and Safety Standards Act.
- F. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).
- G. Drug-free workplace certification (29 CFR part 98 and 45 CFR part 82).
- H. Equal Employment Opportunity (EEO).
- I. Property.
- J. Reporting of matters related to recipient integrity and performance.
- K. Subrecipient monitoring.
- L. Trafficking Victims Protection Act of 2000 (TVPA).

#### **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. 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.

##### **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:

## EXHIBIT VI

“By signing this report, I certify to the best of my knowledge and belief that 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 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. (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,**

**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.

EXHIBIT VI

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, 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: Dawn E Bell

Printed Name: Dawn E. Bell  
Title: C.E.O.  
Date: June 19, 2019



**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;

## EXHIBIT VI

*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 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

EXHIBIT VI

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;

(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)

ELC of North Florida, 2450 Old Moultrie Rd, Suite 103, St. Augustine, FL 32086

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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 19, 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 19, 2019

EXHIBIT VI

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:

*Dawn E Bell*

Printed Name: Dawn E. Bell

Title: C.E.O.

Date: June 19, 2019

**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: Dawn E Bell

Printed Name: Dawn E. Bell

Title: C.E.O.

Date: June 19, 2019

## EXHIBIT VI

### 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 newly applicable 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. 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.
8. Make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
9. Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

## EXHIBIT VI

10. 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.
11. Comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
12. 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.
13. Comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), which provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
14. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
15. 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).
16. Not use federal funds awarded under this Agreement for construction or the purchase of land.

### **C. Assurances for proper expenditure reporting**

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

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

### **D. Certification regarding 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 that separate state and federal sources fund. All ELC expenditures made and fiscal records maintained shall reflect funds expenditure separation.



## EXHIBIT VI

2. The ELC hereby certifies that 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 Program and shall be distinctive and clearly identifiable in all fiscal records the ELC maintains.

### **E. Contract Work Act 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, materials, or articles ordinarily available on the open market or contracts for transportation services.

### **F. 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.

### **G. Certification regarding convicted vendor list and discriminatory vendor list**

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

### **H. 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 part 92.36(i)(3).

## EXHIBIT VI

### I. 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 requiring 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.
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.

## EXHIBIT VI

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 the 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 that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the Office.

### **J. 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) and OEL is required to 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*.

### **K. Subrecipient monitoring**

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

## **VII. Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual\***

***\*ACTION ITEM***

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Revisions to the Coalition’s Personnel Policies and Procedures Manual
<b>Reason for Recommended Action</b>	<p><u>Revisions:</u></p> <p>HR201 – <u>Employment Categories</u></p> <ul style="list-style-type: none"> <li>• changed “Regular Part-Time” category from “less than 25 hours per week” to “less than 40 hours per week”.</li> <li>• added that “Regular Part-Time” employees are “generally” not entitled to any benefits other than those required by law.</li> </ul> <p>HR305 – <u>Sick Leave Benefits,</u></p> <ul style="list-style-type: none"> <li>• replaced language regarding “Personal Reasons (Leave)” to clarify that it is based on the biweekly work schedule for both Regular full-time and Regular part-time employees.</li> <li>• gave an example of the calculation of “personal leave” for “Regular part-time” employees.</li> <li>• clarified language regarding eligibility for this type of leave.</li> </ul> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> <li>• The Coalition’s Personnel Policies would not be updated for employment categories, nor calculations for use of personal leave from sick leave.</li> </ul>
<b>How the Action will be accomplished</b>	Approval of the Personnel Policies and Procedures Manual revisions listed above.

# HR201 Employment Categories

Effective Date: 02/19/08

Revision Date: 02/02/11, 02/01/12, 0807/19

It is the intent of the Coalition to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship “at will” at any time is retained by both the employee and the Coalition.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws (Fair Labor Standards Act), NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Coalition's management.

In addition to the above categories, each employee will belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a temporary or probationary status and who are regularly scheduled to work at the Coalition a full-time schedule. Generally, they are eligible for the Coalition benefits package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME** employees are those who are not in a temporary or probationary status and who are regularly scheduled to work at the Coalition less than ~~25 hours~~ 40 hours per week, and whose employment is for no definite term. Employees are generally not entitled to any benefits other than those required by Federal and State law.

**INTRODUCTORY PERIOD** (regular full-time or regular part-time) employees are those whose performance is being evaluated to determine whether further regular full-time or part-time employment in a specific position with the Coalition is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. All new employees will be subject to a ninety (90) day introductory period upon hire. Employees who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period, whether or not such a period was previously completed. Paid vacation, annual leave and/or sick leave cannot be used during this period, but will be earned and accrued, if applicable. Special Note: In the event an employee is promoted within the structure of the Coalition and/or the employee's job description changes, a new ninety (90) day Introductory period will be in effect; however, the employee may be eligible to use vacation, annual, sick leave and be eligible for benefit options.

**TEMPORARY** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of the Coalition's other benefit programs.

ALL positions of employment with the Coalition are contingent upon the availability of federal and state funds.

# HR305 Sick Leave Benefits

Effective Date: 02/19/08

Revision Date: 02/04/09, 06/17/15, 02/01/17, 08/07/19

## SICK LEAVE

In addition to the annual leave benefit, the Coalition offers paid sick leave benefits for its regular full-time employees and regular part-time employees as set forth in this policy. Temporary employees are not entitled to paid sick leave benefits.

Only absences due to the following circumstances may be charged to sick leave:

- A. Personal illness or medical appointments
- B. Illness of the employee's immediate family, as defined in the Bereavement Policy, with approval from the employee's immediate supervisor and/or the C.E.O.
- C. Personal reasons, ~~[no more than 10 days (80 sick leave hours) for regular full-time employees, and no more than five days (40 sick leave hours) for regular part-time employees, per fiscal year]~~

**Regular full-time** employees working an 80 hour biweekly work schedule are eligible to use 80 hours of sick leave as personal leave in a fiscal year.

**Regular part-time** employees are eligible to use sick leave hours as personal leave based on their biweekly work schedule in a fiscal year. For example: an employee working a 48 hour biweekly work schedule is eligible to use 48 hours in an fiscal year.

To be eligible to use sick leave for personal reasons, the employee must be able to maintain a minimum balance of 80 hours (for regular full-time employees) or ~~40 hours (for regular part-time employees)~~ hours based on the regular part-time employee's biweekly work schedule.

If by using the personal leave the minimum balance ~~would not be~~ is not maintained, then the employee is not eligible to use their sick leave accrual for personal reasons.

For newly-hired (Introductory Period) employees, sick leave begins to accrue on an employee's start date. However, a newly-hired employee is not entitled to use leave until after the completion of the introductory period. Sick leave taken during the introductory period will be classified as leave without pay.

The following chart specifies the sick leave allowances for each of the regular classifications.

<b>Regular Employee</b>	
<b>Sick Leave Hours Earned Per Pay Period</b>	
Full-time Employee	4.00 hrs
Part-time Employee	<del>2.00 hrs</del> <u>Based on biweekly work schedule</u>

The leave year (for accrual/rollover purposes) for all regular employees is the fiscal year beginning July 1 and ending on the last day of the last pay period for each fiscal year. Sick leave is earned on a bi-weekly basis beginning on the first day of employment. Employees do not earn sick leave for overtime hours worked or while on a leave of absence which extends beyond one pay period. Paid sick leave is carried over automatically from one fiscal year to the next, to a maximum of 480 hours (60 days) for regular full-

time employees, and to a maximum of 240 hours (30 days) for regular part-time employees.

Employees do not receive compensation for unused sick leave when they separate from employment.

Before sick leave is paid, the supervisor and/or the C.E.O. may, at his/her discretion, require a written statement from a physician, which certifies the employee's medical or physical inability to work if the absence was three working days or more.



# **VIII. Review and Approval of 2019-2020 ELCNF COOP\***

***\*ACTION ITEM***

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of our 2019-2020 COOP (Continuity Of Operation Plan)
<b>Reason for Recommended Action</b>	<p>The COOP (Continuity Of Operation Plan) establishes policy and guidance to ensure the continued execution of the mission-essential functions continue should an emergency threaten or incapacitates operations and require the relocation of selected personnel and functions of the Coalition and/or its subcontractor(s).</p> <p>The COOP is to be revised if needed and submitted to OEL by October 1<sup>st</sup> of every year. The revisions made to this year's COOP are:</p> <ul style="list-style-type: none"> <li>• Changes in names, titles and contact information.</li> <li>• Changes were made to reflect the processes that ECS has in place if they were to activate their COOP.</li> </ul>
<b>How the Action will be accomplished</b>	Approval of the 2019-2020 COOP and then submit to OEL

# CONTINUITY OF OPERATIONS PLAN (COOP)

**Early Learning Coalition of North Florida, Inc.**



**2450 Old Moultrie Rd., Ste. 103  
St. Augustine, FL 32086  
Phone: (904) 342-2267**

**Warning: This document contains information pertaining to the deployment, mobilization, and tactical operations of the OEL and the Early Learning Coalition in response to emergencies and is exempt from public disclosure under the provisions of section 281.301, Florida Statutes.**

Approved: \_\_\_\_\_, CEO  
Name and Title of Signature Authority

Date: \_\_\_\_\_

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### ATTACHMENTS

- |              |  |
|--------------|--|
| Attachment 1 | Relocation Team  |
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| Attachment 4 | Executive Leadership Team  |
| Attachment 5 | Potential Alternate Service Providers  |
| Attachment 6 | a). Coalition Staff Roster<br>b). Coalition Board Membership Roster<br>c). Sub-Contractor Staff Roster |
| Attachment 7 | a). Memorandum of Delegation of Authority<br>b). Operating Organizational Chart                        |
| Attachment 8 | Standardized Communications & “Canned”<br>News Releases  |

## SECTION I: INTRODUCTION

### I-1 Purpose

Pursuant to Florida Statutes, Chapter 252.365: *Emergency Coordination Officers; disaster-preparedness plans*, this Continuity of Operations Plan (COOP) establishes policy and guidance to ensure the continued execution of the mission-essential functions for the Florida's Office of Early Learning (OEL) and the local Early Learning Coalitions in the event that an emergency threatens or incapacitates operations, and requiring the relocation of selected personnel and functions of the **Early Learning Coalition of North Florida**, located at **2450 Old Moultrie Rd., Ste. 103, St. Augustine, Florida 32086**. Specifically, this plan is designed to:

- a. Ensure the Early Learning Coalition of North Florida is prepared to respond to emergencies, recover from them, and mitigate their impact.
- b. Ensure the Early Learning Coalition of North Florida is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.

The Early Learning Coalition of North Florida has continuously increased its use of computer supported information processing to support financial and administrative services. Similarly, telecommunication has become a vital tool for accomplishing the Coalition's mission. The dependence on computers and telecommunications poses the risk that even temporary loss of these capabilities could adversely affect or interrupt operational support systems of the Coalition. Three levels of risk have been identified, based on the type of threats, impacts of disruptions, duration of impacts and difficulty of implementing recovery strategies. The Coalition's continuity plan is designed to reduce the risk to an acceptable level by insuring the restoration of critical business functions within 72 hours and all less essential services within one to two weeks. Level III threats constitute risks that should be mitigated only after Level I and II risks are ameliorated to the extent possible. Level I threats are the lowest level of risks, which could be addressed over a period of up to two weeks after disruption, since loss of functions and services impacted could be accommodated without disruption of critical and essential functions.

The plan identifies the critical functions of the Primary Services Provider and the resources required to support them. The plan provides guidelines for ensuring that needed personnel and resources are available for both disaster preparation and response, and that proper steps will be carried out to permit the timely restoration of services.

## I-2 Applicability and Scope

Name	Title Organization	Contact #'s	Email Address
Nancy R. Pearson	Board Chair, Early Learning Coalition of North Florida	W: (904) 285-1800 F: (904) 285-3036 H: (904) 285-4482 C: (904) 504-4369	<a href="mailto:nrpearson@comcast.net">nrpearson@comcast.net</a>
Dawn E. Bell	Chief Executive Officer, Early Learning Coalition of North Florida	W: (904) 342-2267 F: (904) 342-2268 H: (904) 794-5480 C: (904) 377-5248	<a href="mailto:dbell@elcnorthflorida.org">dbell@elcnorthflorida.org</a>
Susan Pettijohn	Finance Manager, Early Learning Coalition of North Florida	W: (904) 342-2267 F: (904) 342-2268 C: (904) 252-0883	<a href="mailto:spettijohn@elcnorthflorida.org">spettijohn@elcnorthflorida.org</a>
Christopher Spell	Finance Manager, Early Learning Coalition of North Florida	W: (904) 342-2267 F: (904) 342-2268 C: (904) 654-8049	<a href="mailto:cspell@elcnorthflorida.org">cspell@elcnorthflorida.org</a>
Connie Stophel	Chief Executive Officer, Episcopal Children's Services	W: (904) 726-1500 F: (904) 726-1520 H: (904) 751-5577 C: (904) 505-4059	<a href="mailto:cstophel@ecs4kids.org">cstophel@ecs4kids.org</a>

## SECTION II: CONCEPT OF OPERATIONS

### II-1 Objectives

Objectives of this plan are to:

- Ensuring the continuous performance of the local coalition's essential functions/operations during an emergency.
- Provide for the safety and well being of all persons in the facility.
- Ensure prompt and orderly response to emergency situations.
- Minimize financial and business losses; maintain legal and regulatory compliance.
- Protect and minimize losses of property, assets and data.
- Ensure resumption of critical business functions ASAP.
- Establish overall management responsibility, and coordination of recovery.

### II-2 Planning Considerations

In accordance with State guidance and emergency management principles, the Early Learning Coalition of North Florida Continuity of Operations Plan will:

- Will be maintained at a high-level of readiness;
- Will be capable of implementation both with and without warning;

- Will be operational no later than 12 hours after activation, if at all possible;
- Will be capable of maintaining sustained operations for up to 30 days;
- Will take maximum advantage of existing state or federal and local government infrastructures; and
- Address protection of equipment and other coalition assets.

### **II-3 Assumptions**

The plan is predicated on the validity of the following assumptions:

- All mission-essential functions provided by other State agencies in support of the local coalition will continue in accordance with their respective continuity of operations plans. This includes, but is not limited to, services provided by OEL.
- It will be determined (taking into consideration staffing and technical resources) if the mission-essential functions of the affected primary facility can feasibly be temporarily transferred to an established unaffected state or community based facility as an alternative to physically relocating staff.
- The situation that causes the disaster is of a magnitude which reasonably allows the Coalition to attempt continuity of functions.
- In a higher magnitude disaster, the restoration of essential services to the community will take precedence over the recovery of this individual organization.
- Personnel have had instruction and practice in emergency response and evacuation.
- Support required from vendors, utilities, communications and other services will be provided within a reasonable time frame.
- Management will exercise prudent judgment in activating the contingency plan.
- Insurance or other funds will be adequate, and repair, replacement, and restoration will be completed within a reasonable time frame.
- The scope of the disaster has not destroyed substantial surrounding infrastructure and resource/service/support providers.

### **II-4 COOP Execution**

- a. Emergencies or potential emergencies may affect the ability of the coalition to perform its mission-essential functions from any or all of its primary facilities. The following are scenarios that could mandate the activation of the local early learning coalition's COOP:
  - The coalition's administrative/fiscal offices are closed to normal business activities as a result of an event or credible threats of an event that would preclude access or use of the facility and the surrounding area.



- The facilities/subcontractor for eligibility, resource and referral and other required services is closed to normal business activities as a result of an event or credible threats of an event that would preclude access or use of the facility and the surrounding area.
  - The city/town/county is closed to normal business activities as a result of a widespread utility failure, natural disaster, significant hazardous material incident, civil disturbance, or terrorist or military attacks.
- b. In an event so severe that normal operations are interrupted, or if such an incident appears imminent and it would be prudent to evacuate the facilities or the city/town/county, as a precaution, the coalition's designated employee, may activate the local coalition's COOP. The designated alternate facility will be activated, if necessary, and at the discretion of the designated employee of the Coalition.
  - c. The Relocation Team (composed of subject matter experts and essential support staff) for the coalition will ensure the mission essential functions of the coalition are maintained and capable of being performed using the designated alternate facility until full operations are re-established at the administrative/fiscal entity and/or subcontractor offices.
  - d. Selected staff from appropriate coalition, county, or other agencies may supplement the coalition's Relocation Team. The Relocation Team will either relocate temporarily to the designated alternate facility, if necessary, or operate remotely from a predetermined secure location serving as an assembly site. The Relocation Team will be responsible for continuing mission essential functions of the coalition within 12 hours and for a period up to 30 days pending regaining access to the administrative/fiscal or the full occupation of the designated alternate facility.
  - e. All staff necessary to perform the mission-essential functions of the coalition will be contacted and advised to report to either the alternate facility, a predetermined secure location, or other location as determined by the coalition's designee. Other staff (non-relocating staff) will be instructed to go to or remain home pending further instructions.
  - f. Incidents could occur with or without warning and during duty or non-duty hours. Whatever the incident or threat, the COOP will be executed in response to a full-range of disasters and emergencies, to include natural disasters, terrorist threats and incidents, and technological disruptions and failures.
  - g. It is expected that, in most cases, the coalition and/or subcontractor will receive a warning of at least a few hours prior to an incident. Under these circumstances, the process of activation would normally enable the partial, limited, or full activation of the COOP with a complete and orderly alert, notification of all personnel, and activation of the Relocation Team.
  - h. Without warning, the process can become less routine, and potentially more serious and difficult. The ability to execute the COOP following an incident that occurs with little or no warning will depend on the severity of the incident's impact on the administrative/fiscal entity and/or the subcontractor's facilities, and whether the coalition's or subcontractor's personnel are present in the building or in the surrounding area.

1. To be included under **Attachment 1**, the coalition will need to provide the list of names of staff and/or subcontractor staff that will compose the Relocation Team. The list should also include contact information to include home telephone, cell telephone, etc.
2. To be included under **Attachment 2**, the coalition will need to provide no less than two alternate site locations for facilities to insure services continue. Alternative facility locations should include several sites from within the county or adjacent counties from which services could be provided (i.e., adjacent coalitions, county shelters, one stop centers, etc.). Facilities to be used as alternative sites should take into consideration possible damages caused by flooding, wind damage, road access, communications, equipment available, etc.
3. Identify below the title of the individual who will be designated by the coalition as the responsible party activation of the local level (i.e., Director, Chair, etc.).

Dawn E. Bell, CEO,  
 Early Learning Coalition of North Florida, Inc.  
 (904) 342-2267 – Work  
 (904) 377-5248 – Cell  
 (904) 342-2268– Fax  
[dbell@elcnorthflorida.org](mailto:dbell@elcnorthflorida.org) – email

## II-5 Disaster Magnitude Classifications, Levels and Definitions

The following Disaster Magnitude Classification definitions may be used to determine the execution level of the COOP. These levels of disaster are defined as:

- **Minor Disaster:** Any disaster that is likely to be within the response capabilities of local government and results in only minimal need for state or federal assistance, and would not necessarily require activation of the COOP.
  - **Major Disaster:** Any disaster that will likely exceed local capabilities and require a broad range of state and federal assistance. The Federal Emergency Management Agency (FEMA) will be notified and potential federal assistance will be predominantly recovery-oriented.
  - **Catastrophic Disaster:** Any disaster that will require massive state and federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.
1. Identify how the coalition will determine whether or not to activate the COOP based upon the above. In addition, the coalition may consider whether or not State and/or County Emergency Operation Centers are involved.

**Level One Disaster:** Computers/network(s) will not function

- a. One to three days
- b. Four to seven days

- c. Eight to fourteen days

**Level Two Disaster:** Building intact but without electricity.

- a. One to three days
- b. Four to seven days
- c. Eight to fourteen days

**Level Three Disaster:** No power, no communication, building is inaccessible or inoperable

- a. One to three days
- b. Four to seven days
- c. Eight to fourteen days

**Current Business Process:** Standard operating procedures and functions under non-emergency conditions.

**Impact:** The ability to deliver service if a threat occurs; which include the degree of failure of business operation and how it will affect clients and staff.

**Recovery Strategies:** The action to eliminate the event that impacts the agency's ability to continue operations.

**Contingency:** Planned actions(s) to eliminate or reduce the impact of a risk/threat at or after the time of failure.

**Risk or Threat:** Event or non-event having a negative impact on or endangering a core business function or a critical system of the organization.

**Risk Assessment:** An activity performed to identify risk(s) estimate the probability and impact of their occurrence.

**Time Horizon to Failure:** Date risk/threat will first have impact.

**Validation:** The process of evaluating a system or a component during or at the end of the development process to determine whether it satisfied the specified requirements.

**Mission Critical System:** A system supporting a core business process test—the process of exercising a product to identify differences between the expected and actual behavior.

The COOP plan will be activated in the case of a Minor Disaster if it is expected that scheduled operations will be interrupted for longer than 12 hours that would result in delays in services or payment. It will always be activated in the case of a Major or Catastrophic Disaster. State and County Operation Centers will be involved in any Disaster where their services are available and deemed to aid in implementing the COOP, and maintaining or restoring services. An example would be where county emergency transportation services could aid in moving operations.

## II-6 Emergency Coordinating Officer

The coalition will designate an Emergency Coordinating Officer. At the local level, this may be done through selecting a staff person of the coalition and/or subcontractor, or can be a member of

the Early Learning Coalition. In an emergency, the Emergency Coordinating Officer will work closely with the appropriate County Emergency Operations Center and the State of Florida Emergency Operation Center to provide information and direction to affected staff to provide immediate response capability to protect life and property and to ensure minimal disruption to the continuance of the coalition's mission-essential functions.

- a. *To be included under **Attachment 3**, the coalition will need to designate an Emergency Coordinating Officer and provide all contact information to include name, address, home phone number, cell phone number, e-mail, etc.*

## **II-7 Executive Leadership Team**

The Executive Leadership Team will review the COOP and all attachments annually to identify necessary resources to support COOP activities, to ensure that the plan remains viable and compatible with Florida's Comprehensive Emergency Management Plan and that it is maintained at a high level of readiness. The resources necessary to ensure adequate maintenance and operation of the COOP will be considered in the coalition's planning process.

The Executive Leadership Team consists of key staff with responsibilities linked to the mission-essential functions of the coalition. This team has the responsibility for assessing the situation, activating the COOP, selecting alternate facilities, providing information to and from OEL and other appropriate state and federal entities. This team will ensure that rosters for their respective staff are kept current and that staff members are informed and provided reporting instructions.

1. *To be included under **Attachment 4**, provide the titles of the individuals to be involved in the Executive Leadership Team.*

## **II-8 Relocation Team**

Personnel who are responsible for relocating services under this plan to the selected alternate facility are known collectively as the Relocation Team (***Attachment #1***).

- a. The Relocation Team must be able to continue operations and the performance of mission-essential functions for up to 30 days at an alternate facility. Each alternate facility must be currently equipped with telephones, computers and fax machines. If the coalition does not currently have equipment such as laptops, computers, fax machines, printers, cell phones, and a disaster should occur, OEL may assist the Relocation Team in obtaining these once the disaster/need occurs. The Relocation Team should be able to work from a remote facility to insure childcare services are not disrupted.
- b. Since alternate facility space and support capabilities may be limited, the membership of the Relocation Team is restricted to only those personnel who possess the skills and experience needed for the execution of mission-essential functions.
- c. Coalition personnel who are not designated Relocation Team members may be directed to relocate to other facilities, or may be advised to remain at or return home pending further instructions, as determined by the coalition or Executive Leadership Team. When it is determined to be feasible, associates may be allowed to telecommute from

their homes until the affected facility can be reoccupied or another facility is established.

- d. COOP activation should not, in most circumstances, affect the pay and benefits of Relocation Team members or other personnel. Staff that are required to temporarily relocate to another geographical area of the State should be compensated for travel expenses in accordance with Florida Statutes, Chapter 112.061.
  1. *Describe your plan to implement the above section. This should include at a minimum, your coalition's ability to maintain fiscal controls and integrity; maintain payroll to staff and subcontractors/child care service providers; maintain childcare referral services and eligibility determinations, etc.*

The plan includes a relocation team of specialized personnel able to carry out the day-to-day functions of the Coalition and its Primary Service Providers.

The plan would be activated when Dawn Bell as the CEO contacts the Emergency Coordinating Officer. The Emergency Coordinating Officer would then contact the Relocation Team members to prepare to relocate operations. Immediately following notification of the Relocation Team, the Director of Family and Provider Services will notify the remaining primary service provider's staff of the activation of the COOP plan by the most expedient method available. At the same time, the Emergency Coordinating Officer will inform the Coalition members and media outlets using the prepared public service announcements. The Emergency Coordinating Officer (ECO) would also give the Relocation Team a time frame to complete the transfer of services. If the disaster is immediate, transition will begin immediately. The ECO will also direct the team based on circumstances to which site operations will be moved choosing the location based on likelihood of the location being affected by the disaster and available resources.

Each alternate location is equipped with computers, fax machines, internet access and telephones.

Fiscal controls would be maintained by the Emergency Coordinating Officer approving all expenses and processed by the Finance Manager. The accounting software is backed-up nightly and is stored at an offsite location. In the event of an emergency relocation, the software will contain current information and could be accessed by the Finance Manager. All checks will be signed by the CEO and any other authorized signor. This will ensure that all transactions are recorded in a continuous general ledger and maintain the integrity of financial data.

The Emergency Coordinating Officer will be available to answer questions and provide guidance as to the Coalition's policy as needed and to report to OEL any needs or concerns.

The Finance Manager will be available to invoice OEL for the Coalition expenses and will maintain Coalition financial data and projections.

Physical copies of financial data, eligibility files, employee files, and provider files will be transported to the relocation site when the nature and timing of the disaster permit. Documentation concerning screenings, assessments, and CCR&R will be transported to the

relocation site as time permits. Sufficient storage boxes to move the files will be kept on hand at all times in the event of activation of the COOP.

All members of the Relocation Team will be responsible for bringing their cell phones, printers, and laptops. Additional computers, phones, fax machines etc., are available at the relocation site.

All records, whenever possible, will be kept electronically and backed up to a remote storage device so that in the event that physical records are lost or destroyed in an emergency a record of activities will still exist.

For Service Providers:

Payroll is part of the accounting systems currently in use by the primary providers and there should be no delays in processing payroll. Hourly employees that due to the emergency are not able to submit a time sheet will be paid at their regularly scheduled hours. After the emergency is over and normal operations are resumed, staff will then turn in timesheets covering the emergency period and payroll will be reconciled. The payroll specialist will be included in the relocation team and employees are paid by direct deposit so the staff's ability to receive their pay on regular pay dates will not be affected.

Payments for mileage reimbursement will be made as regularly scheduled. If due to the emergency, employees are not able to submit their mileage or other expenses, payment will be made within 5 business days of resuming normal operations.

Provider payments will be processed by the Provider Services Manager using EFS. EFS is currently backed up nightly and is stored on remotely using a cloud based service.. EFS is currently loaded on several laptops and is available in each of the Work Source locations named in this plan. The Reimbursement Manager currently performs and oversees this function, and she will be aided as needed by the COO who also has experience with this process. A payment transmittal will be prepared by the Reimbursement Manager and given to Controller. The Controller will then process the payments using the accounting software described above.

The Controller will prepare the monthly invoice and any other necessary reports.

Resource and Referral and eligibility determination will be performed by the Family Services Coordinator and aided by other staff normally assigned to the office and the Director of Family and Provider Services, using EFS,SPE/UWL and the EFS Modernization Software. If staff in other counties are not affected by the emergency, normal operations will continue in those counties. Copies of forms, brochures, voucher agreements, etc. used in normal operations will be prepared in advance and taken to the emergency operation site for use there.

The Coalition's CEO will be consulted as to the Coalition policy as needed and to report to OEL any needs or concerns.

Physical copies of financial data, eligibility files, employee files, and provider files will be transported to the relocation site as needed when the nature and timing of the disaster permit it and when electronic copies are not expected to be accessible. When electronic documentation is either not available or not expected to be accessible, documentation concerning screenings,

assessments, and CCR&R will be transported to the relocation site as time permits and based on the nature of the emergency.

Additionally, all members of the Relocation Team will be responsible for bringing their cell phones, printers, and laptops. Additional computers, phones fax machines etc. are available at each relocation site.

All records whenever possible will also be kept electronically at all times and backed up to the server so that in the event that physical records are lost or destroyed in an emergency, a record of School Readiness activities will still exist.

The Relocation team includes the following key staff:

<b><u>Title</u></b>	<b><u>Function</u></b>
Chief Operating Officer	Oversees and Coordinates Service
Family Service Coordinators (4)	Resource and Referral and Eligibility
Director of Family & Provider Services	Eligibility, Provider Payments, Policy, and Billing
Provider Services Manager	Processing Provider Payments, EFS & SPE/UWL Systems Administrator
VPK Manager	Child and Provider Eligibility and Processing Provider Payments
IT Manager	Hardware & Software Management
Controller	Process Provider & Other Payments, Other Essential Accounting Functions
Staff Accountant	Process Payroll
CFO	Oversees Finances
Coalition Administration	Key Coalition Staff
Emergency Coordinating Officer	Authorization of Expenses, Works with Emergency Services and Informs Public of Pertinent Information
Finance Manager	Processes Invoices, Monitors Coalition Expenses, Prepares Utilization Summaries and Disbursements

2. *Describe under what circumstances the coalition would allow staff to telecommute from their homes until the affected facility can be reoccupied, how the integrity of the system will be maintained (i.e., fiscal duties, administrative duties, etc.), and whether or not backup systems are in place to continue payroll and travel reimbursements.*

All staff whose normal assigned work location is not affected by the disaster or emergency condition will be expected to report to work as scheduled. Any employee whose normally assigned work location is affected and is not part of the relocation team will not be expected to report to work and will receive full pay. Any employee falling into this category that is able to perform their job duties through telecommuting will do so. In the case of hourly employees, they will be paid for their normally scheduled hours. Members of the relocation team whose function does not normally include interaction with the public and has available the necessary technology to telecommute may do so as well.

Payroll is part of the accounting systems currently in use and there should be no delays in processing payroll. Hourly employees that due to the emergency are not able to submit a time sheet will be paid at their regularly scheduled hours. After the emergency is over and normal operations are resumed, staff will then turn in timesheets covering the emergency period and payroll will be reconciled. The payroll specialist will be included in the relocation team and employees are paid by direct deposit enabling the staff's to receive their pay on regular pay dates during the activation of the COOP.

Payments for mileage reimbursement will be made as regularly scheduled. If due to the emergency, employees are not able to submit their mileage or other expenses, payment will be made within 5 business days of resuming normal operations. Employees not able to submit mileage by fax, e-mail or regular mail will be permitted to call in their mileage and submit their reimbursement form as soon as it is possible or within three working days of resuming normal operations.

## **II-9 Alternate Relocation Point**

- a. The determination of the alternate relocation point should be made at the time of activation by the coalition's Emergency Coordinating Officer in consultation with the Executive Leadership Team of the Coalition, if time permits, and will be based on the incident, threat, risk assessments, and execution timeframe.
- b. To ensure the adequacy of assigned space and other resources, the Emergency Coordinating Officer should review all alternate facilities during the annual review of the COOP.
- c. The designated alternate relocation points should be pre-equipped with telephone, fax and computer lines which have electronic access to the coalition's records and statewide school readiness system databases.
- d. The alternate relocation points have adequate parking capacity to support the Relocation Team. Information on dining and lodging should be provided to the Relocation Team members as soon as possible upon COOP activation.
  1. *Attachment 2 provides, at a minimum, two alternate site locations in the event of a disaster/emergency situation. Provide a description of the how alternate site selection determinations were made and the basis for choosing the alternative facilities (i.e., available computer equipment, communications, proximity to client base, physical location).*

Alternate sites were selected because they are currently being used for early learning activities; therefore, all sites have the equipment and staffing to support early learning activities and services in the interim.

2. *Provide the notification process by the Emergency Coordinating Officer to the Relocation Team in the event that an alternate site must be used to temporarily set-up day-to-day operations.*



Most of the Primary Service Provider team is located at the 8443 Baymeadows Rd. Ste. 1 address. If the decision to activate the COOP plan is made during business hours the most expedient manner will normally be by telephone; however, e-mail may be considered.

If the decision to activate the COOP plan is made after hours the most expedient manner for notification will normally be by telephone; e-mail may also be utilized. Notification will begin as soon as the Emergency Coordinating Officer (ECO) receives notice of activation. If a member of the team is not available immediately for notification, notification by an alternate phone or means will be attempted. If a member of the Relocation Team is unavailable to be informed in a timely manner and the absence of this member affects the Team's ability to relocate, the Emergency Coordinating Officer (ECO) may appoint another staff person with similar job skills to replace the unavailable member.

Primary Services staff is located in the following locations:

**Headquarters:**

Episcopal Children's Services  
8443 Baymeadows Rd., Ste. 1  
Jacksonville, FL 32256  
(904) 726-1500 - phone  
(904) 726-1516 - fax

**Nassau County:**

c/o CareerSource  
96042 Lofton Square  
Yulee, FL 32097  
(904) 491-3638 - phone  
(904) 277-7219 - fax

**Baker County:**

418 South 8<sup>th</sup> St.  
Macclenny, FL 32063  
(904) 259-4225 - phone  
(904) 259-9169 - fax

**Putnam County:**

821 State Rd. 19 S.  
Palatka, FL 32177  
(386) 385-3450- phone  
(386) 530-2692 - fax

**Bradford County:**

1080 North Pine St.  
Starke, FL 32091  
(904) 964-1543 - phone  
(904) 964-5863 - fax

**St. Johns County:**

5 Clark St.  
St. Augustine, FL 32084  
(904) 770-2565 - phone  
(904) 429-7604 - fax

**Clay County:**

c/o CareerSource  
1845 Town Center Blvd., Ste. 150  
Orange Park, FL 32003  
(904) 213-3939 - phone  
(904) 278-2099 - fax

## **II-10 Mission-Essential Functions**

It is important to establish priorities before an emergency to ensure that the relocated staff can complete the mission-essential functions. All Relocation Team members shall ensure that mission-essential functions can continue or resume as rapidly and efficiently as possible during an emergency relocation. Any task not deemed mission-essential may be deferred until additional personnel and resources become available.

In the event of an emergency, the following *primary functions* are considered mission-essential for OEL:

### **1. Administration of Early Learning Services at the local-level**

- Coordinating responses to all subcontractors and childcare providers regarding activities and services which may be affected
- Insuring contact points are maintained and communication is intact

### **2. Distribution of Programmatic Funds**

To ensure reliable infrastructure support for the coalition, the following *support functions* are also considered to be mission-essential

- Executive Direction
- Information Technology Support & Maintenance
- Finance & Accounting Services
- Communications
- Facilities/Property Management
- Human Resource Management

To ensure adequate reproduction of records and databases, the coalition must maintain off-site records storage OEL's Information Technology Services Unit has standard daily backup procedures for all critical information systems at the state level; however, local coalitions must maintain back-up systems in case of a disaster/emergency situation.

1. *Provide your Coalition's procedures to insure all data at the local level is updated on a regular basis. Describe who is responsible for the backup of data, how often this is done, and where the information is stored (off-site) to insure its safety.*

For Coalition Administrative Services, a back-up of all systems is stored offsite through an IT Contractor. A laptop is also available in the event of an emergency. For the primary service provider, a back-up of all systems is made nightly. The IT Manager is in charge of the back-ups. The back-ups are preset to occur at the same time every day. Backups are stored daily in a cloud based system.

2. *Provide your coalition's procedures to maintain hard-copy files of participant records and of administrative/fiscal records; where the records are located; and how the records would be secured, if time permits, in the case of a disaster.*

In the event of a disaster where time permits computer hardware will be prepared and moved first. If there is still time before complete evacuation is necessary, the accounting, administrative, provider, eligibility, and program files will be boxed and inventoried and relocated. Hard copies of administrative records are kept at the Coalition Office located at 2450 Old Moultrie Rd., Ste. 103, St. Augustine, FL.

Eligibility files are stored at the CareerSource One Stop Offices. Periodically, normally annually, files from all locations are sent to an offsite storage facility. Participant records are kept for every family receiving services and are kept in the county where the family resides. Files are normally kept by family name except in the case of foster children whose files are kept under the child's name.

3. *If the hard copy of records were destroyed (to include fiscal and programmatic) describe how the coalition would recreate the information and from what sources the data would be re-created.*

Information would be retrieved from the server; the latest two year's of data in-house, the older data is stored at a separate records storage facility. Financial data could be recreated by using the General Ledger. Vendors and others could be contacted and copies of pertinent data requested. Additionally, copies of our annual audits are available from our CPA firm. They may also be able to supply other major components of our hard copy records from their working papers.

Results from programmatic activities are stored on a shared drive on a server. This is backed up nightly and stored offsite in a cloud based system. From this record we could recreate our hard copies of the results of our past work. It may be impossible to recreate the actual screenings and assessments if the physical records were destroyed.

Parent files would have to be recreated by contacting parents and having them supply us with needed information. Their child care provider may be able to aid in this effort as well with such things as birth certificates or copies of signed voucher agreements.

Provider payment files would be recreated by rerunning payment reports from EFS. Copies of rosters will be requested from all providers keeping copies for their own records.

The process of recreating physical records will be time consuming and some documentation may not be able to be recreated. Therefore, where ever possible, it will be Coalition and ECS policy to move these records to an offsite location in the case of a disaster whenever time permits.

Coalition computers are backed-up daily and stored at an off-site location. (This includes fiscal data).

## **PRE-DISASTER PLAN**

### **Employee notification Procedure**

- Identify the type of emergency or threat
- Get a report of the latest update of the emergency or threatening situation
- Contact the Director for a decision on closing of the facility
- Establish a method of notification of closure of facility and when facility may possibly reopen
- Up to date list of Directors name and telephone number

### **Securing Building Procedure**

- Back up all computers
- Secure the windows
- Lock all filing cabinets
- Move computers away from windows and cover with plastic
- Lock doors

### **Record Retention**

- Label vital records
- Back up computer systems
- Photograph facility assets
- Copies of records that must be kept for 7 years

As soon as possible after a disaster inventory will be taken of hardware that needs to be repaired or replaced at the Coalition Office. The CEO and IT Contractor will oversee the repair or replacement of the damaged hardware.

### **Risk Assessments**

#### **Level One Disaster:** Computers will not function

- a. One to three days
  1. Impact: No way to access data to operate accounting system, pay bills, meet deadlines for proper reporting to appropriate state, federal, or agency departments.
- b. Four to seven days
  1. Impact: No way to access data to operate accounting system, pay bills, meet deadlines for proper reporting to appropriate state, federal, or agency departments.
- c. Eight to fourteen days
  1. Impact: No way to access data to operate accounting system, pay bills, meet deadlines for proper reporting to appropriate state, federal, or agency departments.

#### **Level two disaster:** Building intact but without electricity

- a. One to three days
  1. Impact: In addition to Level 1 impacts, no way to operate computers, lights, AC/Heat.

2. Recovery Strategy: The Executive Director will notify associates about a temporary interruption in services. Emergency contact cell phone numbers are provided to all to maintain communication.

b. Four to seven days

1. Impact: Same 2A. No way to operate computers, lights, AC/Heat.
2. Recovery Strategy: The Executive Director notifies employees and sub-contractors that we are resuming critical functions including financial obligations and reporting requirements; and essential programs.

c. Eight to fourteen days

1. Impact: Same as Level 2B.
2. Recovery Strategy: Same as Level 2B.

**Level three disaster:** No power, no communications, building is inaccessible or inoperable

a. One to three days

1. Impact: No way for Coalition to perform its appointed functions at office location.

b. Four to seven days

1. Impact: No way for Coalition to perform its appointed functions at office location.
2. Recovery Strategy: Establish operations at an alternative work site.

c. Eight to fourteen days

1. Impact: No way for Coalition to perform its appointed functions at office location.
2. Recovery Strategy: If at the end of fourteen days, the building is inoperable, management will review the situation and develop extended recovery plan.

A disaster may involve a single facility site or an area-wide emergency situation and may be internal or external. Notify the proper officials and staff as to the extent and type of emergency or disaster. Direction of authorities will be followed when they have taken control of a situation.

Internal disasters are incidents within the facility or in the immediate area, such as fire, explosion, extended power outage, internal water break, etc. External disasters are situations arising from outside the facility, such as hurricanes, hazardous materials spills, tornado, flood waters, etc.

### **Flooding**

The facility is not located in a Flood Zone. Local surface flooding could accompany severe storm conditions. A coastal water storm surge is not a direct danger.

### **Fire-Explosion Safety**

Evacuate occupants when fire is an imminent danger; implement **RACE**.

- R**     **Rescue** – remove anyone in immediate danger to a safe area away from fire.
- A**     **Alarm** – sound the alarm within the office and call the Fire Department (911).
- C**     **Confine** – contain the fire by shutting doors and windows after everyone has been rescued.
- E**     **Evacuate** – Evacuate the building. Extinguish the fire only if you feel certain you can put it out; otherwise leave it for the Fire Department which is usually minutes from arriving.

The first person to discover the danger should alert all occupants that are in danger, activate the fire alarm, call the Fire Department (911). The person in charge will immediately begin evacuation to the pre-determined site away from the facility, directing all staff to assist as necessary, and ensuring that everyone is out. The Evacuation Assembly Area is the parking lot across the street.

Stay calm. Meet and direct the fire units; let them know if everyone is out or the location of individuals inside. Be available to answer questions.

After the proper authorities have determined that the emergency is over, the facility will be checked for damage to determine if it is safe for occupancy and resumption of activity.

The person in charge will disconnect any electrical equipment and then remove vital records after everyone's safety has been assured.

All personnel must know how and when to call the Fire Department, must familiarize themselves with the exits and activate the evacuation procedures when the fire is discovered.

### **There are three basic classes of fires:**

**Class A:** Wood, paper, cloth, trash, most plastics, and ordinary combustibles.

**Class B:** Flammable liquids such as gasoline, oil, grease, alcohol, oil based paint, etc.

**Class C:** Energized electrical equipment, including wiring, fuse boxes, circuit breakers, Appliances

The extinguisher must match the class of fire being fought. Do not use water, or an extinguisher labeled only for class A fires on a class B or class C fire. Many fire extinguishers are multipurpose A-B-C models.

Extinguisher use: Pull the pin (releasing the lever) – Aim at base of fire from about 8 feet (extinguisher upright) – Squeeze lever – Sweep slowly side to side.

### **Tornadoes**

Tornadoes can occur without warning and may be associated with severe thunderstorms, which are frequent occurrences in some areas. Potential wind damage, structural damage from trees and debris, local flooding and loss of vital services could result. In the event a tornado can be seen or heard or a warning is issued, all persons in the facility should move quickly to an interior pre-designated "safe" area, on the floor near interior walls away from windows and doors, or under

heavy furniture. Account for all persons. Use something to protect the head such as a pillow or place hands over head. This same procedure should be followed in the event of an Earthquake.

## **Hurricanes and Tropical Storms**

Know if the facility is located in an evacuation or flood zone. Severe weather watches, warnings and/or evacuation orders are issued by authorities through the local media, and must be closely monitored and heeded. Hurricanes and severe tropical storms with high wind velocity and heavy rainfall can be devastating, but the probability of occurrence at a specific site is low. Area damage, loss of electrical power, access, communication, and other vital services or supplies could result:

- Monitor the radio for situation updates
- Alert staff about approaching storm and stay prepared to implement the emergency plan, and advise their families if appropriate.
- Evacuation, if required, should be completed before arrival of gale force (40mph) winds.
- Check supplies and activities needed to secure the facility.
- If not evacuating, direct all occupants to a safe area away from doors and windows, which must be closed and secured; account for all persons.
- Have emergency flashlights available.
- Keep calm and assure the safety of all occupants.

## **Severe Temperatures – Power Loss**

If severe cold or severe heat is a probability, power outages and/or heat – air conditioning failure during such occurrences could present an emergency situation. Prolonged outage, failure, unsafe or unhealthy conditions could require evacuation.

In the event of prolonged hot or cold weather, utilize heat/air cooling equipment, or close or open doors, windows and window covering as necessary, to maintain a comfortable range; reduce the use of equipment that could contribute to the problem, as much as possible; avoid activities that may cause excess physical exertion; have adequate water available.

## **Crime – Civil Disturbances**

If there are reports or observation of possible criminal activity or unrest in the vicinity, be sure all doors and windows are secured and remain alert. Call 911 for Police/Sheriff if there is an immediate threat such as an attempt to enter or damage the facility, or other crime in progress.

## **Bomb Threats**

Persons likely to receive calls, particularly switchboard operators, should:

1. Remain calm and do not upset or interrupt the caller.
2. Keep the caller on the phone as long as possible.

3. If possible, have a third party listen in on the call – signal another person to notify police emergency (911) and senior staff
4. Record the exact words of the caller and the exact time and date; ask him/her to repeat the message if possible – Note if caller indicates knowledge of the facility.
5. Pay close attention to details; try to determine and log the following:
  - Male/Female
  - Adult/Juvenile – Approximate Age
  - Manner/Attitude
  - Background Noises (music, voices, etc.)
  - Accent/Language/Voice/Speech Characteristics
6. If possible, ask the caller (without interrupting) – Where is the bomb located? What time is it going to explode?
7. Tell the caller that injury or death to innocent people could result.
8. Document any demands or instructions and indicate cooperation.
9. Immediately notify the Supervisor and the Police Department.
10. Cooperate fully with police who should be put in authority upon arrival; facility staff with master keys should be available if requested, along with facility floor plans.
11. Evacuate building as in case of fire.

### **Administrative Services**

Administrative Services is responsible for submission of reports to OEL.

#### **Level One Disaster: Computers will not function**

Level 1-A (one to three days)

1. **Impact:** Administrative Services will not be able to process data. The Coalition will be unable to process payments to sub-contractors for services rendered and unable to provide OEL with monthly reports.
2. **Recovery Strategy:** Administrative Services will continue processing reports manually, using calculators and copier paper. If the event occurs before the required reports have been processed and it is reasonable to expect that the computers will be functional within a three day period, submission of reports will be delayed until the computers are functional. The reports will then be submitted to OEL.

Level 1-B (four to seven days)



1. **Impact:** Same as level 1-A
2. **Recovery Strategy:** Administrative services will continue processing reports manually, using calculators and copier paper. If the event occurs before required reports have been processed, and it is not reasonable to expect that the computer will be functional within a three day period, submission of the reports will be delayed until the information can be retrieved by back up files.

Level 1-C (eight to fourteen days)

1. **Impact:** Administrative Services will not be able to process data. The Coalition will be unable to process payments to sub-contractors for services rendered and unable to provide OEL with reports.
2. **Recovery Strategy:** Administrative services will continue to process reports manually. Data for OEL reports will be tracked manually. When computers are functional, data tracked manually will be entered into the system and reports compiled to bring data to current status.

### **Level Two Disaster: Building intact but without electricity**

Level 2-A (one to three days)

1. **Impact:** Administrative services will not be able to process data. The Coalition will be unable to process payments to sub-contractors for services rendered, and unable to provide OEL with monthly reports. In addition the Coalition will be unable to communicate with Board members and sub-contractors.
2. **Recovery Strategy:** Coalition staff will retrieve office supplies. The staff will manually keep records. In an effort to conserve power, printers will be used only when absolutely necessary. Calculators powered by batteries will be used for calculating records. The statistical report will be manually processed. The reports that cannot be generated by back-up files will be manually calculated by the appropriate staff person. The assumption is that manually processing these payments will require a lengthier processing period. The staff may be required to work overtime and/or temporary help will be hired.

Level 2-B (four to seven days)

1. **Impact:** Same as level 2-A
2. **Recovery Strategy:** Same as level 2-A

Level 2-C (eight to fourteen days)

1. **Impact:** Same as level 2-A
2. **Recovery Strategy:** Same as level 2-A

### **Level Three Disaster: No power, no communication, building is inaccessible or inoperable**

Level 3-A (one to three days)

1. **Impact:** Administrative Services will not be able to access computers to process data and will be unable to process payments to sub-contractors for services rendered.
2. **Recovery Strategy:** Administrative Services will use same procedures described in Level 2-A, but at an alternative work site (ACHA).

Level 3-B (four to seven days)

1. **Impact:** Same as Level 3-A.
2. **Recovery Strategy:** Same as Level 3-A.

Level 3-C (eight to fourteen days)

1. **Impact:** Same as Level 3-A.
2. **Recovery Strategy:** Same as Level 3-A.

### **Fiscal Department**

Current Business Practices:

- Generate monthly financial statements
- Prepare monthly bank and other reconciliations
- Process bi-weekly payroll
- Pay monthly invoices and cash receipts

### **Level One Disaster: Computers will not function**

Level 1-A (one to three days)

1. **Impact:** No way to access data to operate the accounting system, pay bills or sub-contractors, meet deadlines for proper reporting to appropriate state or federal departments.
2. **Recovery Strategy:** Use manual check register to write only the most needed checks to pay bills

Level 1-B (four to seven days)

1. **Impact:** Same as Level 1-A.
2. **Recovery Strategy:** Use manual check register to write only the most needed checks to pay bills. Use hardcopy back-up to generate reports for state or federal departments

Level 1-C (eight to fourteen days)

1. **Impact:** Same as level 1-A
2. **Recovery Strategy:** Same as level 1-B.

**Level Two Disaster: Building intact but without electricity**

Level 2-A (one to three days)

1. **Impact:** No way to operate computers, lights, AC/Heat
2. **Recovery Strategy:** Use battery operated lights for lighting. Only operate to satisfy most urgent needs in check and report writing.

Level 2-B (four to seven days)

1. **Impact:** Same as level 2-A.
2. **Recovery Strategy:** Same as level 2-A.

Level 2-C (eight to fourteen days)

1. **Impact:** Same as level 2-A.
2. **Recovery Strategy:** Same as level 2-A.

**Level Three Disaster: No power, no communication, building is inaccessible or inoperable**

Level 3-A (one to three days)

1. **Impact:** No way for department to perform its appointed functions at offices.
2. **Recovery Strategy:** Establish operations at an alternative work site if possible.

Level 3-B (four to seven days)

1. **Impact:** Same as level 3-A.
2. **Recovery Strategy:** Same as level 3-A.

Level 3-C (eight to fourteen days)

1. **Impact:** Same as level 3-A.
2. **Recovery Strategy:** Same as level 3-A.

**II-11 Delineation of Mission-Essential Functions**

In the event the capacity of the Coalition is such that it cannot respond to the needs of customers or deliver crucial services, the Coalition's functions will need to revert to alternative providers.

1. *To be included under **Attachment 5**, provide a list of potential alternative service providers that may be considered under such situations. This may include other state departments and/or community based organizations located at the local level which may be able to deliver services, community based organizations, etc.*

## **II-12 Warning Conditions**

- a. With Warning. It is expected that, in most cases, the coalition will receive a warning of at least a few hours prior to an event. This will normally enable the full execution of the COOP with a complete and orderly alert, notification, and deployment of the Relocation Team to an assembly site or a pre-identified alternate relocation point.
- b. Without Warning. The ability to execute the COOP following an event that occurs with little or no warning will depend on the severity of the emergency and the number of personnel that survive. If the deployment of staff to an alternate relocation point is not feasible because of the loss of personnel, temporary leadership of the coalition will be passed to OEL which shall implement the coalition's COOP at the local level.

(1) Non-Duty Hours. Affected staff should be alerted and the Relocation Team activated to support operations for the duration of the emergency.

(2) Duty Hours. If possible, the COOP will be activated immediately to support operations for the duration of the emergency.

1. *To be included under **Attachment 6**, provide a list of all employees and their contact information and contact information for subcontractors. If this changes, the attachment must be revised and submitted to OEL.*

## **II-13 Direction and Control**

- a. In the event that the CEO and Chair is incapacitated or unavailable to make decisions regarding this COOP Plan, authorized successors will be specified.

Lines of succession will be maintained by the coalition organizational elements, to ensure continuity of mission-essential functions (See **attachment 7b** for Operating Organizational Chart). As organizational changes occur, the Operating Organizational Chart will be updated and submitted to OEL.

- b. Pursuant to Sections 20.05 (1) (b) and 20.50 (3), Florida Statutes, the coalition must have an official established Memorandum for Delegation of Authority for managers and officers within the local coalition. (See **Attachment 7a**)
- c. The CEO and/or their designee may order activation of the coalition's COOP.

- d. The Emergency Coordinating Officer, which may be the same individual, will be responsible for disseminating COOP guidance and direction during the activation and relocation phases.
  - e. When executed, the Emergency Coordinating Officer will notify OEL, the Baker County Emergency Operations Center (904-259-6111), the Bradford County Emergency Operations Center (904-966-6337), The Clay County Emergency Operations Center (904-284-7703), the Nassau County Emergency Operations Center (904-548-4980), the Putnam County Emergency Operations Center (386-329-0379), the St. Johns County Emergency Operations Center (904-824-5550), and the State of Florida Emergency Operations Center (850-413-9969).
1. *Provide the list of titles/chain of command of individuals to act in a decision making capacity for the coalition should the Director and/or Chair be unavailable.*
    - 1<sup>st</sup> Rhonda Cody, Office Manager
    - 2<sup>nd</sup> Susan Pettijohn, Finance Manager
    - 3<sup>rd</sup> Tajaro Dixon, Grants and Operations Manager
  2. *To be included under Attachment 7, provide the coalition's current Organizational Chart and an official memorandum as approved Coalition, for the Delegation of Authority should the Director and/or Chair should be unavailable.*

## **II-14 Operational Hours**

- a. During COOP contingencies, the coalition's individual under the Delegation of Authority will determine the hours of work for the staff.

## **II-15 Alert and Notification**

Procedures must be followed in the execution of the coalition's COOP. The extent to which this will be possible will depend on the emergency, the amount of warning received, whether personnel are on duty or off duty, and the extent of damage to the affected facilities and its occupants. This plan is designed to provide a flexible response to multiple events occurring within a broad spectrum of prevailing conditions. The degree to which this plan is implemented depends on the type and magnitude of the events or threats thereof.

1. *Alert procedures: If the situation allows, warning staff, subcontractors, parents and child care providers will be completed prior to activation of the COOP. Describe your procedures and processes to notify staff, subcontractors, parents and child care providers warning of the activation of the coalition's COOP plan. Your description should address the means by which notification will be made (i.e., fax, e-mail, website, public service announcements, media, etc.), and the estimated time needed to complete this process.*

When the situation allows, staff, subcontractors, parent and childcare providers will be alerted to the activation of the COOP in advance by various means. First, will be a notice on the Coalition and primary service provider web sites that will state the anticipated time the COOP will come

into effect and the alternative contact information, including e-mail address, phone number and physical address, along with anticipated hours of operation if they will differ from normal operating hours. This web site update will be completed by the CEO or their designee and should not take more than 30 minutes to complete.

Public service announcements will be faxed to all local media outlets providing the same information under the direction of the Emergency Coordinating Officer and should not take more than 1 hour to complete. (See “canned” news release in **Attachment 8**). All staff will be notified in person or by e-mail if the decision to activate the COOP is made during business hours. Notification will be the responsibility of the Emergency Coordinating Officer. Any staff physically in the office that day will be called by their immediate supervisor and informed of the situation.

A phone tree will be used to call all employees if the COOP is initiated during non-business hours, whereby the Emergency Coordinating Officer will call the COO and Compliance of the primary service providers. This individual will call an assigned list of department heads who will each call the staff reporting directly to them. Each coordinator under a department head will call the staff reporting directly to the coordinator until each staff person has been contacted. This should be completed for all employees that were available by phone in less than two hours.

An attempt to contact the sub-contractor by phone or e-mail will be made prior to COOP activation as time allows. Providers will be notified as detailed in our subcontractor’s COOP plan. It will be requested that childcare providers post an announcement to parents concerning the activation of the COOP. Several of these functions can be completed simultaneously so that the total time allotted for notification of all concerned should take no more than 8 hours except when a party is unavailable by phone or e-mail. Additionally, the phone message on central agency or primary services provider phone system will instruct callers to dial the number at the relocation site.

- 1. The coalition needs to develop standardized notifications and “canned” news releases which can be easily disseminated to the media and required individuals. To be included under **Attachment 8**, provide all standardized communications and “canned” news releases to be used in case of activation of the coalition’s COOP.*

## **II-16 Telecommunications and Information Systems Support**

Telecommunication and information systems maintained at the local level must be assessed to determine any inconsistencies or issues that may arise if the COOP is activated. The coalition must insure that there are backup plans to address disruptions in communications in the event of a disaster.

- 1. Provide a description of your current communications system and any backup strategies that will be implemented should your current system fail or is disabled during a disaster.*

Phone lists are routinely updated and sent out to all staff members. The Primary Service Provider’s central offices back-up the central phone system programming monthly. The Primary Service Provider’s central phone system also consists of an 8 hour battery back-up in the event of power failure. If the Primary Service Provider’s phone system should go down, calls will be automatically forwarded to an alternate number so that the public, providers and employees can continue to receive updates concerning services. Redirection of information and communication

follow will occur seamlessly through this system. Emergency greetings and instruction may be implemented to the system within seconds by the receptionist or system administrator.

## **II-17 Security and Access Controls**

- a. The coalition **will insure** that the COOP and the administrative/fiscal facilities and subcontractor facilities have posted evacuation route plans in all areas accessed by the public and staff.
- b. The coalition **will insure** all necessary security and access controls are provided at the alternate facility and that the administrative/fiscal facilities are secured during COOP operations.
- c. Electronic copies of the COOP should be secured through limited access protocols.
  1. *Provide assurances that evacuation routes have been posted in all areas accessed by the public and employees for the administrative/fiscal facilities and subcontractor offices.*

Evacuation routes are posted in the Resource Room of 2450 Old Moultrie Rd., Ste. 103, St. Augustine, FL address. Evacuation routes are also posted in each of our subcontractor's offices.

2. *Describe the coalition's process and/or procedures to insure security of administrative/fiscal facilities to protect property, records, equipment, etc., in the event the COOP is activated.*

The Emergency Coordinating Officer working with the relocation team will ensure that all equipment, records and other property that is endangered by the disaster has been moved off site as conditions permit before closing the office. Each department will maintain a list of equipment and files to be moved in the event of COOP activation. The list will be prioritized in case there is not time to move everything listed. The Emergency Coordinating Officer will assure that office doors are locked and that the outside doors to the building have been secured. Finally, the alarm system will be set. The alarm company and local law enforcement officials will be notified of staff's temporary move to another location. Copies of insurance policies and equipment warranties will be kept in a file labeled COOP Insurance & Warranties and taken to the new location by the Emergency Coordinating Officer.

## **II-18 Test, Training and Exercise**

- a. Test, training and exercise programs must be developed to include the following components:
  - Staff awareness
  - Leadership responsibilities
  - Alert and notification procedures
  - Validation and testing of equipment and communications of selected alternate facilities.

- b. Exercise programs to test staff awareness and response capabilities should be initiated and performed bi-annually.
1. *Describe how staff and subcontractor staff are trained to administer the COOP at the local level. This may include new employee orientations, group training, etc.*

A group training will be given annually at a meeting with the Executive Leadership and Relocation Team members to familiarize each individual off his or her responsibilities in the event of COOP activation.

Additionally, the training will focus on:

- Staff awareness
  - Leadership responsibilities
  - Alert and notification procedures
2. *Describe how components of the COOP plan are provided to child care providers and parents regarding continuity of child care services, payments, realigning children to various providers dependent upon areas affected by the disaster, contact information, alternate site designation, etc. The reader should be able to clearly understand how child care providers and parents will be notified and/or provided information regarding coalition activities should the coalition need to activate their COOP.*

\*Below are the guidelines that our primary service provider would be charged with handling these activities:

Each June, after the Senior Management Team has reviewed the COOP plan and made any necessary adjustments to the plan, a update to the ECS website will explain how activation of the COOP will effect continuity of child care services, payments, realigning children to various providers dependent upon areas affected by the disaster, contact information, alternate site designations, etc. for parents and providers. All providers will be notified by fax, phone or e-mail of the plan's implementation either prior to or immediately (within 36 hours) after the COOP has been activated based on time constraints. Notice will include contact information. Providers whose counties are affected by the COOP will be asked to inform parents of the change in Episcopal contact information by means of a Parent Letter given to Providers and posted to the ECS website within 24 hours explaining the change in location if it expected that the move will be longer than 4 business days in duration, and will include contact information and information on how to find a new temporary provider if needed.

Parents will be allowed to change providers if needed without a signed form from the previous provider saying that the parent does not owe parent fees or has made satisfactory arrangements to pay the previous provider. Once the emergency situation is over and the original provider is operational signed forms will be required to make the change to the new provider permanent. Parents may change providers during the COOP by calling the Family Service Specialist at the Emergency Operations Center. The Family Service Specialist will help with referrals to providers unaffected by the emergency or disaster. Providers closing due to a disaster that resulted in the activation of the Coalition's COOP



plan will be paid for any days that their closure is necessary within the limits of the rules established by The Florida's Office of Early Learning unless the child's parent temporarily moves the child to another center. Federal regulations forbid paying for care to two providers for the same child for the same time frame. How to locate alternate care and transfer providers during the COOP will be discussed in the newsletter.

Payment to providers should continue without interruption; however payments may be slightly delayed due to a shortage of employees processing payments. All efforts will be made to avoid this and in any case payments will be made within 10 days of receiving payment from the OEL in all cases. This will be discussed in the provider newsletter.

### **SECTION III: PHASE I – ACTIVATION PROCEDURES**

#### **III-1 Initial Actions**

- a. Based on the situation and circumstance of the event, the coalition will evaluate the capability and capacity levels required to support the current mission-essential functions of the facilities and determine if the situation necessitates relocation of staff and/or other resources. If it is deemed necessary to activate the COOP, the Executive Leadership Team will select an appropriate alternate relocation point.
- b. The coalition's designated employee will initiate the immediate deployment of the Relocation Team to an assembly site or the designated alternate relocation point.
- c. The Emergency Coordinating Officer will notify staff and provide instructions and guidance on operations and the location of the alternate relocation point.
- d. The coalition's designated individual will coordinate the immediate deployment of the coalition to an assembly site or the designated alternate relocation point.
- e. After the initial notification effort is complete, the results, including individuals not contacted, must be reported to the coalition's designee responsible for this activity.
- f. The coalition will notify the facility contact at the designated alternate relocation point to expect the relocation of the administrative/fiscal and/or subcontractor facilities.
- g. The Emergency Coordinating Officer will call OEL, the State of Florida Emergency Operations Center (850-413-9969), and the local County Emergency Office that an emergency relocation of the local coalition and/or the subcontractor is anticipated or is in progress.
- h. All personnel and sections of the coalition should implement normal security procedures for areas being vacated.
- i. The coalition's designated employee should take appropriate measures to ensure security of the administrative/fiscal offices and equipment or records remaining in the building.

- j. The coalition will prepare the alternate relocation point for the continuity of the coalition's mission-essential operations.
- k. The coalition will provide daily updates to OEL's Director and the other interested parties regarding COOP activation and operations.
- l. OEL will notify staff at the state level of the alternate mail service location and the coalition will notify the local mail delivery system of the relocation and provide mail routing instructions as appropriate.
- m. If appropriate, the coalition will prepare a public press release to inform customers of alternate provisions including new work locations, phone numbers, etc.

### **III-2 Activation Procedures Duty Hours**

1. *Describe the above process of notification within your local coalition during normal work hours. Include the titles of individuals (versus individual names as these may change) who will be responsible for notifications throughout the above step-by-step process.*

Upon being notified either by news broadcasts or a call from Coalition staff or the Emergency Coordinating Officer of an event or expected event that could require implementation of the COOP, the Executive Leadership Team or as many members as can be contacted immediately will meet either in person or by conference call to decide whether or not to implement the COOP; and if so, the location of relocation site based on the threat level at each site and available space. The team will also decide which, if any, of the offices to close. The coalition staff member will then contact the Emergency Coordinating Officer and inform him/her of their recommendations.

2. *Describe how child care providers and parents will be notified of the relocation of the administrative/fiscal offices and/or subcontractor offices, so that services are not disrupted more than is necessary during activation of the COOP.*

If the COOP is to be activated then, when the situation allows, staff, subcontractors, parent and childcare providers will be alerted to the activation of the COOP in advance by various means.

There will be a notice on the Coalition and primary service provider's websites that will state the anticipated time the COOP will go into effect and the alternative contact information, including e-mail address, phone number and physical address, along with anticipated hours of operation if they will differ from normal operating hours. This will be done by the Coalition's staff and the primary service provider's Managers of Information Technology and should take no more than one hour.

Public service announcements will be faxed and e-mailed to all local radio and television stations giving the same information. This should not take more than 1 hour to complete. All Coalition members and staff will be notified by e-mail if the decision to activate the COOP is made during business hours. This can be accomplished in 15 minutes time and will be the responsibility of the Emergency Coordinating Officer.

Providers will be called, faxed or e-mailed as time allows by the primary services provider. This may take up to 8 hours. It will be requested that childcare providers post an announcement to

parents concerning the activation of the COOP. Several of these functions can be completed simultaneously so that the total time allotted for notification of all concerned should take no more than 8 hours except when a party is unavailable by phone or e-mail.

Parents will be notified through the Coalition and the primary services provider's websites, public service announcements, notice given by providers and by a mailing from the Primary Service Provider, to be completed with 48 hours of the COOP activation. Additionally, the phone message on the Coalition's and/or the primary services provider's phone systems will instruct callers to dial the number at the relocation site.

- 3. Describe how the facilities, property, equipment, participant records, fiscal records, and other pertinent information will be secured at the point of notification of the COOP.*

The Emergency Coordinating Officer working with the relocation team will ensure that all equipment, records, and other property that is endangered by the disaster has been moved off site as conditions permit before closing the office. Each department will maintain a list of equipment and files to be moved in the event of COOP activation. The list will be prioritized in case there is not time to move everything listed. The Emergency Coordinating Officer will assure that office doors are locked and that the outside doors to the building have been secured. The local law enforcement officials will be notified of staff's temporary move to another location. Copies of insurance policies and equipment warranties will be kept in a comprehensive COOP file.

### **III-3 Activation Procedures Non-Duty Hours**

- 1. Describe the above process that will occur outside of normal work hours for the coalition.*

This process does not differ from on duty hours. Upon being notified either by news broadcasts or a call from the Coalition Contracted Staff or the Emergency Coordinating Officer of an event or expected event that could require implementation of the COOP, the Executive Leadership Team or all members that can be contacted immediately will meet either in person or by conference call to decide whether or not to implement the COOP; and if so, the location of relocation site based on the threat level at each site and available space. The Executive Leadership Team does not need a quorum to make a decision. Coalition staff members will then contact the Emergency Coordinating Officer and inform him/her of their recommendations.

- 2. Describe how child care providers and parents will be notified of the relocation of the administrative/fiscal offices and/or subcontractor offices, so that services are not disrupted more than is necessary during activation of the COOP.*

When the COOP is to be activated and when the situation allows, parent and childcare providers will be alerted to the activation of the COOP in advance by various means.

There will be a notice on the Coalition and the primary service provider's websites that will state the anticipated time the COOP will come into effect and the alternative contact information, including e-mail address, phone number and physical address, along with anticipated hours of operation if they will differ from normal operating hours. This will be done by the coalition's Emergency Coordinating Officer and the primary care providers IT Manager and should take no

more than one hour and can be accomplished during non-duty hours as soon as the primary service provider's IT Manager is located.

Public service announcements will be faxed to all local radio and television stations giving the same information. This will be done by the Emergency Coordinating Officer and should not take more than 1 hour to complete and can be completed during non-duty hours.

Providers will be called, faxed or e-mailed as time allows by the primary services provider. This may take up to 8 hours and cannot begin until providers open for business, normally between 6:00 and 7:00 am. It will be requested that childcare providers post an announcement to parents concerning the activation of the COOP. Several of these functions can be completed simultaneously so that the total time allotted for notification of all concerned should take no more than 8 hours except when a party is unavailable by phone or e-mail.

Parents will be notified through the Coalition and the primary services provider's websites, public service announcements, notice given by providers, and by the primary service provider completing a mailing within 48 hours of the COOP activation if the move to an alternate location is expected to last 4 days or longer. Additionally, the phone message on the Coalition's and/or the primary services provider's phone systems will instruct callers to dial the number at the relocation site.

3. *Describe how the facilities, property, equipment, participant records, fiscal records, and other pertinent information will be secured and accessed outside of normal work hours at the point of notification of activation of the COOP.*

The Emergency Coordinating Officer will contact the relocation team on their cell phone or home phone numbers who will be asked to come into work at a designated time depending on conditions. Then working with the relocation team, he/she will ensure that all equipment, records and other property that is endangered by the disaster has been moved off site as conditions permit before closing the office. Each department will maintain a list of equipment and files to be moved in the event of COOP activation. The list will be prioritized in case there is not time to move everything listed. All employees available will be responsible for clearing equipment and supplies from desktops.

The Emergency Coordinating Officer will assure that office doors are locked and that the outside doors to the building have been secured and building alarm set. The alarm company and local law enforcement officials will be notified of staff's temporary move to another location. Copies of insurance policies and equipment warranties will be kept in a file labeled COOP Insurance & Warranties and taken to the new location by the Emergency Coordinating Officer.

#### **III-4 Transition to Alternate Operations**

- a. Following the activation of the COOP and establishment of communication links at an alternate facility, the Emergency Coordinating Officer and/or their designee will order the cessation of operations at their main sites.
- b. The Emergency Coordinating Officer and/or his/her designee will notify OEL and the State of Florida Emergency Operations Center that an emergency relocation of the coalition staff is complete and will provide new contact numbers.

- c. As appropriate, the Emergency Coordinating Officer or his/her designee notifies press, news media, outside customers, vendors and other service providers of the temporary relocation (including any changes to coalition contact information).

1. *Provide the titles of the individuals who will be responsible for this activity.*

The Emergency Coordinating Officer will be ultimately responsible for insuring that notification is made to the individuals listed above.

The Emergency Coordinating Officer will be aided by primary service provider and management staff.

He/she will be aided by the SVP of Administration and Compliance, the CFO and the Finance Manager as needed. The task of notifying parents will be the responsibility of the primary service provider.

### **III-5 Site-Support Responsibilities**

Following notification that a relocation of the coalition staff has been ordered or is in progress, the facility contact at the alternate relocation point will coordinate with the Emergency Coordinating Officer and/or his/her designee in preparation for the activation of the COOP and to receive the Relocation Team. This includes providing for the protection and movement of records. Staff from OEL's statewide data system may assist with establishing connectivity and maintaining support for the required systems and databases.

1. *Provide a description of the local coalition's process to establish communications, computer access and transfer of records to the alternate facility. This may include accessing off-site records and/or back-up systems which have stored data available. This should include administrative, fiscal and programmatic records/data.*

Administrative Services will be set up at the alternate site. Computer back-ups will be used on a laptop if the computer system is not available. For the primary school readiness services, laptop computers and the e-mail, will be moved to the relocation site and set up as soon as possible. The latest available back-up will be brought for all systems. If the servers are inoperable, space on servers at other Coalitions or at the software vendor will be obtained. New servers will be obtained as quickly as possible if the servers are permanently damaged.

The coalition staff and IT Manager will work with OEL staff to establish connectivity and maintaining support for the required systems and databases. If it is not possible to obtain the latest back-up from on site, the latest back-up stored off-site will be retrieved as soon as possible and that will be used to restore systems.

## **SECTION IV: PHASE II - ALTERNATE OPERATIONS**

### **IV-1 Execution of Mission-Essential Functions**

Upon COOP activation, the coalition will begin providing support for the following functions:

- a. Monitoring and assessing the situation that required the relocation;

- b. Monitoring the status of personnel and resources;
- c. Planning and preparing for the restoration of operations at the main facilities or other long-term facility.

#### **IV-2 Establishment of Communications**

- a. The coalition staff in conjunction with OEL Information Technology staff will ensure all necessary and preplanned communications systems are established, adequate, and functioning properly; and will service and correct any faulty or inadequate communications systems.
- b. The alternate facility should be pre-equipped with computer, telephone and fax lines.
- c. The coalition will ensure continual updates are provided in the form of telephone contacts, press releases and web page updates in order to optimize our communication efforts to both internal and external customers.

#### **IV-3 Relocation Team**

- a. Relocation Team Responsibilities: As soon as possible following their arrival at the designated alternate relocation point, the Relocation Team members will begin providing support for the following functions:
  - (1) Coordinating transition of coalition's mission-essential functions to the alternate relocation point.
  - (2) Disseminating administrative and logistics information upon arrival. This information must cover the operational procedures for the next 30 days.

#### **IV-4 Augmentation of Staff and Other Resources**

- a. If it becomes evident that the coalition staff cannot ensure the continuous performance of mission-essential functions, the coalition, in coordination with OEL, will determine the additional positions necessary to ensure the continuous performance of mission-essential functions.
- b. The coalition, with assistance from OEL if needed, will then ensure that the identified positions are staffed with individuals who have the requisite skills to perform the tasks.
- c. The coalition in cooperation with OEL will ensure that all resources needed to sustain operations for 30 days are acquired.

#### **IV-5 Amplification of Guidance to All Personnel**

- a. The coalition will develop informative memorandum for dissemination to its staff, subcontractors, OEL, and the local community to include child care providers and parents, regarding the duration of alternate operations, pertinent information on child care payments, location(s) for services, payroll, time and attendance, duty assignments, travel authorizations and reimbursements. The coalition will disseminate the information to the appropriate staff.

- b. The coalition has responsibility for consideration of the health and emotional well-being of their staff and families. This includes obtaining information and providing guidance on any medical or special needs of their staff and families.
1. *Describe any services offered by the coalition such as an Employee Assistance Program (EAP), or community based relationships which may be accessed if needed.*

The Coalition's health insurance coverage includes a service offered to all employees of the Coalition that offers counseling, health services, financial advice as well as other services. This information is given to all employees annually and at the time of hire. In the case of a disaster contact information and the service available will be re-distributed to all employees.

#### **IV-6 Development of Plans and Schedules for Reconstitution and Termination**

- a. The coalition will develop Reconstitution and Termination Plans and Schedules to ensure an orderly transition of all coalition functions, personnel, equipment, and records from the temporary alternate location to a new or restored facility.
- b. The coalition will approve the plans and schedules prior to the cessation of operations, and will submit the plan to OEL in writing, as soon as is feasibly possible.
- c. The coalition will take the lead role in overseeing the Reconstitution and Termination process.

### **SECTION V: PHASE III - RECONSTITUTION AND TERMINATION**

#### **V-1 Overview**

Within 24 hours of an emergency relocation, the coalition will initiate operations to salvage, restore, and recover the affected facilities after the approval of the local and federal law enforcement and emergency services, if involved. Reconstitution procedures will commence when it is ascertained that the emergency situation has ended and is unlikely to recur. Once this determination has been made, one or a combination of the following options may be implemented, depending on the situation:

- a. Continue to perform mission essential functions at the alternate relocation point for up to 30 days.
- b. Begin an orderly return to the main facilities affected and reconstitute full operations.
- c. Establish operations in some other facility in the same geographical area.

#### **V-2 Procedures**

Upon a decision by the coalition, that the main facility can be reoccupied, or that a different facility will be secured for the coalition:

- a. The coalition will oversee the orderly transition of all functions, personnel, equipment, and records from the alternate relocation point to a new or restored facility.
- b. Prior to relocating back to the main facility or another building, the coalition will ensure appropriate security, safety, and health assessments for suitability.
- c. The staff remaining at the alternate relocation point will transfer mission- essential functions and resume normal operations when the equipment and documents are in place at the new or restored facility.

**V-3 After-Action Review and Remedial Action Plan**

- a. An After-Action Review (information collection process) will be initiated prior to the cessation of operations at the alternate relocation point. The information to be collected will, at a minimum, include information from any employee working during the COOP activation and a review of the strengths and weaknesses at the conclusion of the operations.
- b. The information is incorporated into a COOP Remedial Action Plan. Recommendations for changes to the COOP and any accompanying documents will be developed and incorporated into the COOP annual review process.



**PROFILE**  
**Early Learning Coalition of North Florida, Inc.**  
**2450 Old Moultrie Rd., Ste. 103, St. Augustine, FL 32086**

**Building Contact for Coalition: Rhonda Cody**  
**Phone: (904) 342-2267**

*Mission-Essential Functions performed in facility:*

- Executive Direction
- Programmatic Funds Distribution
- Information Technology Support/Maintenance
- Communications
- Finance & Accounting Services
- Facilities/Property Management Services
- Program Technical Assistance and Support
- Program oversight and direction for Early Learning Coalitions

*Mission-Essential Data Systems and Records:*

- Resource and Referral
- Unified Waiting List
- Financial Management Tracking System (EFS)
- Simplified Point of Entry
- Web-EFS
- Customer Information Control System (CICS) Mainframe
- Internet

*Alternate Facilities:*

<p>1. Early Learning Coalition of North Florida 3620 Peoria Road Orange Park, FL 32065</p>	<p>2. CareerSource Fleming Island Business Park 1845 Town Center Blvd., Ste. 150 Orange Park, FL 32003</p>	<p>3. Episcopal Children's Services Early Learning Center #9 45089 Third Ave. Callahan, FL 32011</p>
<p>4. CareerSource 96042 Lofton Square Yulee, FL 32097</p>	<p>5. Episcopal Children's Services Early Learning 5 Clark St. St. Augustine, FL 32084</p>	<p>6. Early Learning Coalition of North Florida 3841 Reid St. Palatka, FL 32177</p>

**Note: Selected Alternate Facilities are fully functional offices with established telephone, computer and fax lines.**

**Attachment 1**

<b>RELOCATION TEAM</b>	
Dawn E. Bell, CEO ELC of North Florida Work Number: 904-342-2267 Home Number: 904-794-5480 Cell Number: 904-377-5248 <a href="mailto:dbell@elcnorthflorida.org">dbell@elcnorthflorida.org</a>	Rhonda Cody, Office Manager ELC of North Florida Work Number: 904-342-2267 Home Number: N/A Cell Number: 904-612-6624 <a href="mailto:rcody@elcnorthflorida.org">rcody@elcnorthflorida.org</a>
Susan Pettijohn, Finance Manager ELC of North Florida Work Number: 904-342-2267 Home Number: N/A Cell Number: 904-252-0883 <a href="mailto:spettijohn@elcnorthflorida.org">spettijohn@elcnorthflorida.org</a>	Teresa Matheny, Chief of Programs and Administration Episcopal Children's Services Work Number: 904-726-1500 Home Number: N/A Cell Number: 904-521-6803 <a href="mailto:tmatheny@ecs4kids.org">tmatheny@ecs4kids.org</a>
Brittney Spangler, Director of Family & Provider Services Episcopal Children's Services Work Number: 904-726-1500 Home Number: N/A Cell Number: 904-537-3646 <a href="mailto:bbridge@ecs4kids.org">bbridge@ecs4kids.org</a>	<del>Erin Fleming, Controller</del> Melissa Burrows, Director of Finance Episcopal Children's Services Work Number: 904-726-1500 Home Number: <del>904-387-3975</del> N/A Cell Number: <del>904-735-1701</del> 904-423-9247 <del><a href="mailto:efleming@ecs4kids.org">efleming@ecs4kids.org</a></del> <a href="mailto:mburrows@ecs4kids.org">mburrows@ecs4kids.org</a>
Alicia Williams Baltzell, Provider Services Manager Episcopal Children's Services Work Number: 904-726-1500 Home Number: 904-647-8787 Cell Number: 904-349-2342 <a href="mailto:awilliams@ecs4kids.org">awilliams@ecs4kids.org</a>	Robert Simmons, <del>IT Manager</del> Director of Information Technology Episcopal Children's Services Work Number: 904-726-1500 Home Number: N/A Cell Number: 904-891-1513 <a href="mailto:rsimmons@ecs4kids.org">rsimmons@ecs4kids.org</a>
Holly Bryan, <del>VP of Finance</del> CFO Episcopal Children's Services Work # 904-726-1500 Home# 904-778-4477 <a href="mailto:hbryan@ecs4kids.org">hbryan@ecs4kids.org</a>	<del>Kathy Sarakiya</del> Kris Cline, Staff Accountant Episcopal Children's Services Work Number: 904-726-1500 Home Number: N/A 252-571-3738 Cell Number: <del>904-208-1416</del> 252-259-2804 <del><a href="mailto:ksarakiya@ecs4kids.org">ksarakiya@ecs4kids.org</a></del> <a href="mailto:kcline@ecs4kids.org">kcline@ecs4kids.org</a>
Shanda Ellis, VPK Manager Work Number: 904-726-1500 Home Number: 904-282-0659 Cell Number: 904-673-6014 <a href="mailto:sellis@ecs4kids.org">sellis@ecs4kids.org</a>	Diana Alvarez, Family Services Coordinator Episcopal Children's Services Work Number: 904-823-2276 Home Number: N/A Cell Number: 904-229-7216 <a href="mailto:dalvarez@ecs4kids.org">dalvarez@ecs4kids.org</a>
Michelle Goytia, Family Services Coordinator Episcopal Children's Services Work Number: 386-329-4878x2881 Home Number: N/A Cell Number: 904-705-2987 <a href="mailto:mgoytia@ecs4kids.org">mgoytia@ecs4kids.org</a>	Anita Miller Sackman, Training <del>Manager</del> Director Episcopal Children's Services Work Number: 904-726-1500 ext.207 Home Number: N/A Cell Number: 413-209-0988 or 904-217-8192 <a href="mailto:amsackman@ecs4kids.org">amsackman@ecs4kids.org</a>
Terri Williams, Staff Accountant Episcopal Children's Services Work Number: 904-726-1500 Home Number: 904-638-1485 Cell Number: 904-742-4677 <a href="mailto:twilliams@ecs4kids.org">twilliams@ecs4kids.org</a>	

*Attachment 2*

**ALTERNATE SITE LOCATIONS**

In the case that the Early Learning Coalition of North Florida finds that due to emergency circumstances operations could no longer continue from its present locations at 2450 Old Moultrie Rd., Suite 103, St. Augustine, FL 32086 and/or 3841 Reid St., Palatka, FL 32177, and/or 3601 Peoria Road, Orange Park, FL 32065.

1. ELC of Flagler and Volusia Counties  
230 N. Beach St.  
Daytona Beach, FL 321
2. Episcopal Children's Services  
5 Clark St.  
St. Augustine, FL 32284
3. Episcopal Children's Services  
8443 Baymeadows Rd., Ste. 1  
Jacksonville, FL 32256
4. CareerSource  
96042 Lofton Square  
Yulee, FL 32097
5. Episcopal Children's Services Early Learning Center #9  
45089 Third Ave.  
Callahan, FL 32011

**Attachment 3**

**Designated Emergency Coordinating Officers**

<b>ELC OF NORTH FLORIDA</b>			
Dawn E. Bell	Chief Executive Officer, Early Learning Coalition of North Florida	W: 904-342-2267 F: 904-342-2268 H: 904-794-5480 C: 904-377-5248	<a href="mailto:dbell@elcnorthflorida.org">dbell@elcnorthflorida.org</a>
Rhonda Cody	Office Manager, Early Learning Coalition of North Florida	W: 904-342-2267 F: 904-342-2268 C: 904-612-6624	rcody@elcnorthflorida.org

DRAFT

**Attachment 4**

**Executive Leadership Team**

**Dawn Bell**

Chief Executive Officer  
Early Learning Coalition of North Florida, Inc.  
Work Number: 904-342-2267  
[dbell@elcnorthflorida.org](mailto:dbell@elcnorthflorida.org)

**Rhonda Cody**

Office Manager  
Early Learning Coalition of North Florida, Inc.  
Work Number: 904-342-2267  
[rcody@elcnorthflorida.org](mailto:rcody@elcnorthflorida.org)

**Key Primary Service Provider Staff:**

**Connie Stophel**

Chief Executive Officer  
Episcopal Children's Services  
Work Number: 904-726-1500  
[cstophel@ecs4kids.org](mailto:cstophel@ecs4kids.org)

Holly Bryan, ~~VP of Finance~~ CFO

Episcopal Children's Services  
Work Number: 904+726-1500  
[hbryan@ecs4kids.org](mailto:hbryan@ecs4kids.org)

**Teresa Matheny**

Chief of Programs and Administration  
Episcopal Children's Services  
Work Number: 904-726-1500  
[tmatheny@ecs4kids.org](mailto:tmatheny@ecs4kids.org)

Attachment 5

**POTENTIAL ALTERNATIVE SERVICE PROVIDERS**

**1. Early Learning Coalition of Volusia Flagler Counties**

230 N. Beach St.  
Daytona Beach, FL 32114  
386-323-2400

**2. Florida's Office of Early Learning**

250 Marriott Dr.  
Tallahassee, FL 32399  
850-717-8601

**3. Jacksonville Children's Commission**

1095 A. Phillip Randolph Ave.  
Jacksonville, FL 32202  
904-630-3647

**4. Early Learning Coalition of Duval County**

8301 Cypress Plaza Dr., Suite 201  
Jacksonville, FL 32256  
904-208-2044

DRAFT

Attachment 6a

STAFF ROSTER – COOP PLAN

**\*\*CONFIDENTIAL\*\***

	<p><b>Administrative Office:</b> 2450 Old Moultrie Rd., Ste. 103, St. Augustine, FL 32086 Phone: (904) 342-2267 Fax: (904) 342-2268 Website: <a href="http://www.elcnorthflorida.org">www.elcnorthflorida.org</a></p>
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Name	Title	Extension or Phone #	Email address
Dawn Bell	Chief Executive Officer	Admin: 904-342-2267 x204 Cell: 904-377-5248	<a href="mailto:dbell@elcnorthflorida.org">dbell@elcnorthflorida.org</a>
Cheryl Lynette Clark	Screening Specialist	904-726-1500 x245 Episcopal Children's Services (ECS)	<a href="mailto:lclark@ecs4kids.org">lclark@ecs4kids.org</a>
Rhonda Cody	Office Manager	Admin: 904-342-2267 x 203 Cell: 904-612-6624	<a href="mailto:rcody@elcnorthflorida.org">rcody@elcnorthflorida.org</a>
Tajaro Dixon	Grants and Operations Manager	Putnam:386-328-6232 Cell: 386-538-0836	<a href="mailto:tdixon@elcnorthflorida.org">tdixon@elcnorthflorida.org</a>
Sandi DUNNAVANT	Outreach Assistant	Clay: 904-213-3999 Cell: 904-707-6407	<a href="mailto:sdunnavant@elcnorthflorida.org">sdunnavant@elcnorthflorida.org</a>
Stephanie LaRoche	Screening Specialist	904-726-1500 x 103 Episcopal Children's Services (ECS)	<a href="mailto:slaroche@ecs4kids.org">slaroche@ecs4kids.org</a>
Susan Pettijohn	Finance Manager	Admin: 904-342-2267 x206 Cell: 904-252-0883	<a href="mailto:spettijohn@elcnorthflorida.org">spettijohn@elcnorthflorida.org</a>
<b>Padma Rajan</b> <b>Christopher Spell</b>	Finance <b>Analyst</b> <b>Manager</b>	Cell: <b>904-994-6723</b> <del>904-</del> <b>654-8049</b>	<a href="mailto:prajan@elcnorthflorida.org">prajan@elcnorthflorida.org</a> <a href="mailto:cspell@elcnorthflorida.org">cspell@elcnorthflorida.org</a>
Joan Whitson	Early Literacy Outreach Manager	Admin: 904-342-2267 x202 Cell: 904-495-3645	<a href="mailto:jwhitson@elcnorthflorida.org">jwhitson@elcnorthflorida.org</a>

Attachment 6b

**Early Learning Coalition of North Florida, Inc.**

**BOARD MEMBERSHIP ROSTER**

ELCNF <del>Board December 6, 2017 approved</del> Submitted to TDixon for plan amendment <del>05/08/18</del>								
Early Coalition of North Florida								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
1	Private Sector; Chair, appointed by the Governor (Two, 4 yr. terms)	Yes	Nancy Pearson 1000 Sawgrass Village Dr., Ste. 101 Ponte Vedra Bch, FL 32082 904-285-4482 <a href="mailto:nrpearson@comcast.net">nrpearson@comcast.net</a>	Private Sector; Prudential Network Realty	St. Johns	Nov. 22, 2013	4 Year April 30, 2021	N/A
2	Private sector appointed by the Governor	Yes	Cranford R. Coleman 577 Golden Links Drive Orange Park, FL 32073 (904) 614-7315 <a href="mailto:rcoleman7315@outlook.com">rcoleman7315@outlook.com</a>	Private Sector; Baronco Management Consultants, Inc	Clay	Nov. 22, 2013	4 Year April 30, 2016	1
3	Private sector appointed by the Governor	Yes	Brian H. Graham PO Box 9630 Fleming Island, FL 32006 904-376-5288 <a href="mailto:BrianHGraham@gmail.com">BrianHGraham@gmail.com</a> <a href="mailto:BHG@AmericanaAdvisors.com">BHG@AmericanaAdvisors.com</a>	Private Sector; Dixie Strategies, LLC.	Clay	May 14, 2015	4 Year April 30, 2019	2
4	Department of Children & Family Services circuit administrator or designee	Yes	<del>Mala Ramoutar</del> <del>Dept. of Children and Families</del> <del>Child Care Regulations/Circuit 4</del> <del>Family Services Supervisor</del> <del><a href="mailto:mala_ramoutar@def.state.fl.us">mala_ramoutar@def.state.fl.us</a></del> <del>PH:904 485-9740</del> <del>Fax: 904-723-5345</del> <del>Mailing: P.O. Box 2417,</del> <del>Jacksonville, FL 32231</del> <del>Charles Puckett</del>	<del>County Department of Children and Families</del> <del>Florida Department of Children and Families</del>	Northeast Region: Baker, Bradford, Clay, Nassau, Putnam, St. Johns	<del>Dec. 3, 2014</del> <del>December 2018</del>	4 Year <del>December 2018</del> <del>December 2022</del>	1



ELCNF Board December 6, 2017 approved  
 Submitted to TDixon for plan amendment 05/08/18

### Early Coalition of North Florida

Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
			Florida Department of Children and Families 210 North Palmetto Ave. Suite 440 Daytona Beach FL 32114 PH: 386-235-0947 Charles.puckett@myflfamilies.com					
5	District superintendent of schools or designee	Yes	Kristi Simpkins 1201 Atlantic Avenue Fernandina Beach, FL 32034 (904) 491-9885 <a href="mailto:kristi.Simpkins@nassau.k12.fl.us">kristi.Simpkins@nassau.k12.fl.us</a>	Nassau County School District / Office of Elementary Education - Director	Nassau	Dec. 4, 2013	4 Year December 2021	2
6	Regional workforce board executive director or designee	Yes	Renee L. Williams CareerSource Northeast Florida District Director, Clay & Putnam 1845 Town Center Blvd., Suite 150, Fleming Island, FL 32003 (904) 213-3888 ext. 2076 Fax (904) 278-5696 <a href="http://www.careersourcenortheastflorida.com">www.careersourcenortheastflorida.com</a>	Regional Workforce Board; CareerSource	District 8: Clay, Baker, Nassau, Putnam and St. Johns	Sept. 17, 2014	4 year September 2022	2
7	County health department director or designee	Yes	Mary L. Garcia Administrator Florida Department of Health, Putnam County 2801 Kennedy Street Palatka, FL 32177 (386) 326-3254	County Health Department; Putnam County	Putnam	December 6, 2017	4 Year December 2021	1

ELCNF Board December 6, 2017 approved  
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## Early Coalition of North Florida

Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
8	President of a Florida College System institution or his or her permanent designee	Yes	Dr. Myrna Allen St. Johns River State College Dean of Teacher Education <a href="mailto:myrnaallen@sjrstate.edu">myrnaallen@sjrstate.edu</a> (386) 312-4242	Community College; St. Johns River State College	Clay, Putnam, St. Johns	Sept. 17, 2014	4 Year September 2022	2
9	Member appointed by Board of County Commissioners or the governing board of a municipality	Yes	Jeb Smith 500 San Sebastian View St. Augustine, FL 32084 P: (904) 209-030 2 C: (904) 25-4182 <a href="mailto:bcc2jsmith@sjcfl.us">bcc2jsmith@sjcfl.us</a>	Board of County Commissioners or municipal governing board; St. Johns Board of County Commissioners	St. Johns	June-2017	4 Year June 2021	1
10	Head Start Director	Yes	Brian McElhone 102 Martin Luther King Ave. St. Augustine, FL 32084 Ph: 904-547-8963 <a href="mailto:Brian.McElhone@stjohns.k12.fl.us">Brian.McElhone@stjohns.k12.fl.us</a>	Head Start; Director, Early Childhood Services and District Assessment Development	St. Johns	July 21, 2017	4 Year July 2021	1
11	Representative of private for-profit child care providers (One, 4 yr. term)	Yes	<del>Angelia Hough 420 Belmont Dr. Palatka, FL 32177 Ph: 386-328-4750 <a href="mailto:Godslittlecreations1@yahoo.com">Godslittlecreations1@yahoo.com</a></del> Patricia Tauch 3050 Moody Avenue Orange Park, FL 32065 Ph: 904-264-9959 <a href="mailto:Opkinc1960@gmail.com">Opkinc1960@gmail.com</a>	Private for-profit child care; <del>God's Little Creations</del> OPK Inc. dba Orange Park Kindergarten	<del>Putnam, St. Johns</del> Clay	<del>June 15, 2016</del> January 2019	4 Year, <del>June 15-2020</del> January 2023	1
12	Representative of faith based child care providers (One 4 yr. term and must rotate counties)	Yes	Theresa Little 2468 County Rd. 210 St. Johns, FL 32259 <a href="mailto:tlittle@ctkcatholic.com">tlittle@ctkcatholic.com</a>	Faith Based Child Care; Diocese of St. Augustine	St. Johns	Dec. 7, 2016	4 Year Dec. 7, 2020	1

ELCNF Board December 6, 2017 approved Submitted to TDixon for plan amendment 05/08/18								
Early Coalition of North Florida								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
13	Representative of program under federal Individuals with Disabilities Education Act	Yes	Marsha Hill Director of Instructional Services, NEFEC 124 Confederate Pt. Rd. Palatka, FL 32177 <a href="mailto:hillm@nefec.org">hillm@nefec.org</a>	Director of Instructional Services for Florida Diagnostic & Learning Resources System for the North East Florida Education Consortium	Putnam	March 1, 2018	4 Year March 2022	1
N/A	Children services council or juvenile welfare board chair or executive director	Yes, if applicable	N/A					
N/A	Child care licensing agency head	Yes, if applicable	N/A					
14	Central agency administrator or designee	Yes, if applicable	Teresa Matheny 8443 Baymeadows Rd., Ste. 1 Jacksonville, FL 32256 904-726-1500 <a href="mailto:tmatheny@ecs4kids.org">tmatheny@ecs4kids.org</a>	Episcopal Children's Services	Clay, Barker, Bradford, Nassau, Putnam & St. Johns	9/21/2016	4 Year N/A	
15	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation	<del>Adam Deputy</del> <del>401 North State Road 19</del> <del>Palatka, FL 32177</del> <del>904-325-4446</del> <del>adam.deputy@td.com</del>  Michelle Jonihakis 4600 Touchton Road Building Suite 400 Jacksonville, FL 32246 Ph: 904-565-4188 <a href="mailto:Michelle.jonihakis@td.com">Michelle.jonihakis@td.com</a>	Private Sector; TD Bank	St. Johns	<del>Dec. 1, 2010</del>  2 <sup>nd</sup> Term appointment Date Dec. 3, 2014  December 2018	4 years <del>December 2018</del>  December 2022	2-1
16	Private Sector Business	Yes, if needed to meet private sector percentage or	Vina Delecomyn 4213 County Road 218, Ste. 1 Middleburg, FL 32068 (904) 291-9598	Private Sector; Awakenings Association Management	Clay	Was part of CNBB/PSJ Merger in July 2013-	4 Years July 2019	2

ELCNF Board December 6, 2017 approved

### Early Coalition of North Florida

Submitted to TDixon for plan amendment 05/08/18

Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
		multi-county representation	(904)291-3365 <a href="mailto:delcomynv@yahoo.com">delcomynv@yahoo.com</a>			2 <sup>nd</sup> term date July 2015		
17	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation	Joy Stanton 120 Topsail Dr. Ponte Vedra, FL 32081 (904)679-3418 (646)596-0178 Joy.Stanton@bcbsfl.com	Private Sector; Blue Cross and Blue Shield of Florida, Inc.	St. Johns	March 16, 2016	4 Years March 16, 2020	1
18	Private Sector Business	Yes, if needed to meet private sector percentage or multi-county representation	Aubrie Simpson-Gotham 981 Oak Arbor Circle St. Augustine, FL 32084 Ph: (904) 813-5809 <a href="mailto:ASimpson057@alumni.flagler.edu">ASimpson057@alumni.flagler.edu</a>	Private Sector, VIPKID	St. Johns	December 2018	December 2022	1
	Non-Profit Child Care Provider*	Yes						
	DCF Staff***	Yes						

**Attachment 6c**  
**Subcontractor – Episcopal Children’s Services**  
**Employee/Contractor Contact List - One-Stop Centers**

<b>Employee Names:</b>	<b>Office Phone</b>	<b>Cell #</b>	<b>Home Phone</b>	<b>Supervisor</b>
Michele Goytia	(904) 213-3939 x 2082	(904) 705-2987	N/A	Brittney Spangler
Vickie Hancock	213-3939 x2081	(904) 806-7376	N/A	Michele Goytia/ Diana Alvarez
Courtney Edmond	(904) 213-3939 x 2081	(863) 838-7604	N/A	Michele Goytia
Leatrice Ahmadu	(904) 394-0600	(904) 306-6835	N/A	Michele Goytia
Diana Alvarez	(904) 770-2565 x 104	(904) 229-7216	N/A	Brittney Spangler
Christy Bramley		(704) 618-9801	N/A	Diana Alvarez
Jasmine Wilkerson	(386) 385-3450 x 2881	(386) 546-2132	N/A	Diana Alvarez
Christina Jackson		(386) 983-1629	N/A	Diana Alvarez
Shauna Mayo		(904) 610-4976	N/A	Amanda Griffis
Amelia Morrison		(706) 888-3966	N/A	Michele Goytia
Mary Catherine Quigley	(904) 432-0009 Ext. 2626	(914) 522-5130	N/A	Michele Goytia/ Diana Alvarez
Gleneisha Palmer		(317) 525-4133	N/A	Diana Alvarez
Damaris Ramos		(386) 213-2441	N/A	Diana Alvarez

*Attachment 7a*

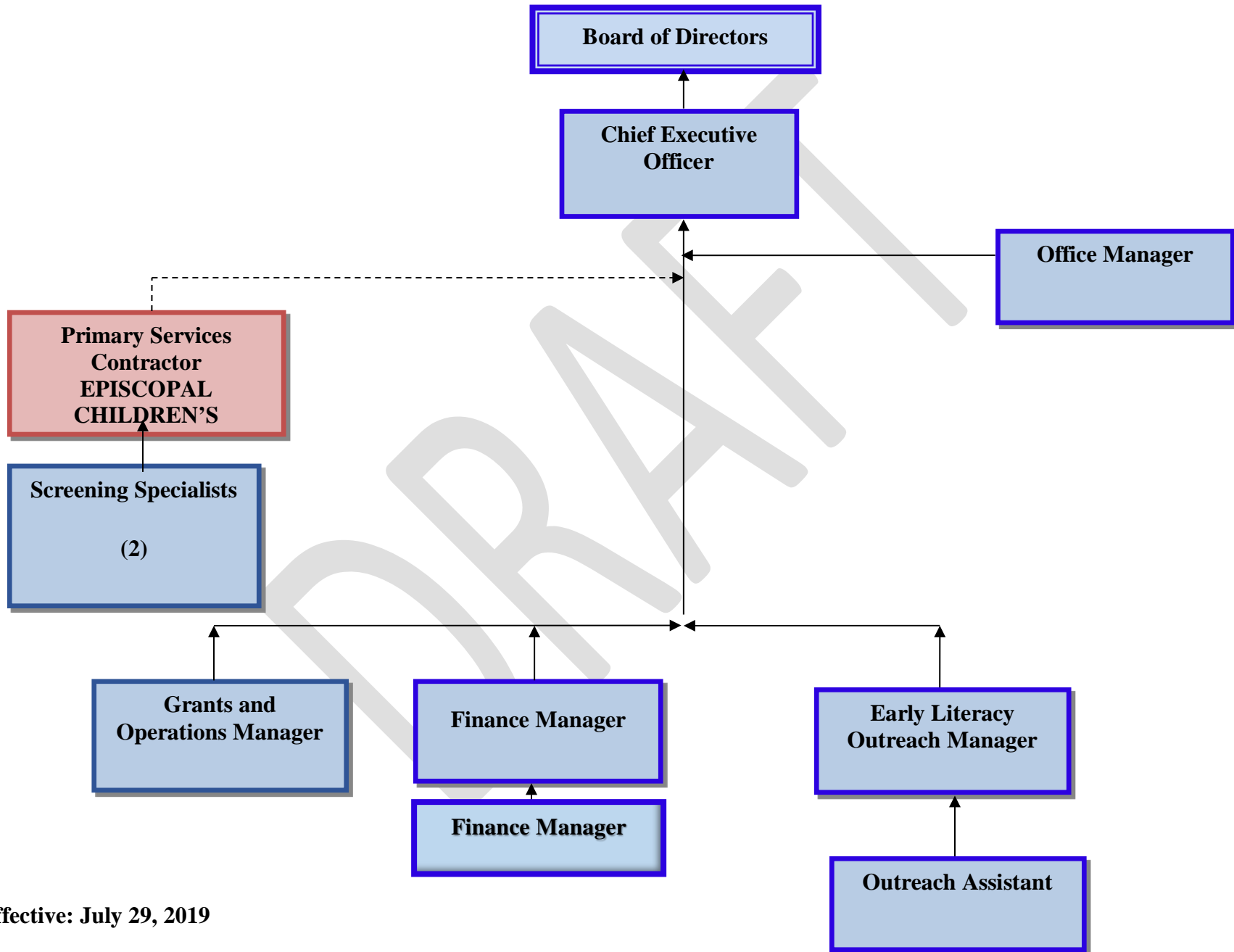
**MEMORANDUM OF THE EARLY LEARNING COALITION OF NORTH FLORIDA**

**TO:** Florida's Office of Early Learning  
**FROM:** Dawn E. Bell, Chief Executive Officer  
**DATE:** June 26, 2015  
**SUBJECT:** Delegation of Authority

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In the event that the CEO of the Early Learning Coalition of North Florida, Dawn E. Bell should be unavailable during the activation of the Continuity of Operations Plan or when activation of the plan is being contemplated, decision making capability for the Early Learning Coalition of North Florida will pass to the Office Manager, Rhonda Cody. In the event that Rhonda Cody is unavailable, decision making capability will pass to the Finance Manager, Susan Pettijohn. If Susan Pettijohn is also unavailable, decision making capability will then pass to Tajaro Dixon, Grants and Operations Manager.

# ORGANIZATIONAL CHART



Effective: July 29, 2019

**Attachment 8**  
**Parent and Provider Newsletter**  
**Emergency Operations Procedures**

Dear Parents and Providers,

Florida has unpredictable hurricane activity from year to year and in some cases child care providers may need to have temporary closings or parents may be unable to take their children to their child care providers. The Early Learning Coalition of North Florida and its service provider, Episcopal Children's Services have also had day long closings due to the weather. Of course a variety of circumstances could result in emergency closures and the activation of our emergency operations plan, known as the COOP plan.

**Parents**

If a parent needs child care during the emergency and their regular provider has closed, they will be allowed to transfer temporarily until the original child care provider reopens. After that, a parent will be required to have a transfer form completed by the original provider to make the transfer permanent. Episcopal will have Family Service Specialist available to help parents locate emergency care. If your local county office is closed, call the Episcopal main number at 1-800-238-3463 to speak to a Family Service Specialist that can help you.

**Providers**

In the event that The Early Learning Coalition of North Florida activated their COOP plan due to an area wide emergency, providers forced to close will be paid for the duration of the emergency, not to exceed 10 days total absences for the month in any one month. Child care providers need to mark the attendance roster with the first letter of the storm or otherwise indicate the cause of the closure. In the case of Hurricane Frances for example, rosters would be marked with an "F" for the days closed. If child care were closed due to a security issue, a provider might use an "S" for security. The important thing is that when someone looks at the roster, perhaps a year from now, that it is clear that the absences were due to unusual circumstances.

Providers closing due to conditions not considered an area wide emergency can not be paid for their closures. An example would be if a provider closed due to a water main break affecting only their center. Saint Johns is also prohibited by federal law to pay twice for the same child for the same time period. Therefore, if a parent transfers to another center during the emergency, we can only pay the provider that actually provides the care.

In the event of a COOP plan activation, The Early Learning Coalition of North Florida, and Episcopal Children's Services, will notify providers as soon as possible by phone, fax, or e-mail. At the same time ECS asks that after an emergency or disaster providers let us know whether you are open and when you expect to open. Please call the ECS office closest to you or our main number after an area wide emergency to let us know your status. We will also accept provider damage reports, in order to keep the state informed of the area's needs.

If we have moved to another location during the emergency, we will also ask providers to post a notice to parents in their centers saying that we are now in emergency operations, giving our contact information,. Additionally, our emergency information will be posted on our web site at [ecs4kids.org](http://ecs4kids.org) and on our voice mail at 1-800-238-3463. If the relocation and the emergency plan are expected to last for more than a day or two, parents will also be notified of the changes by mail.

We hope this information will make dealing any future emergencies a little easier. If we can be of any further assistance, please feel free to contact your local family services specialist or the Episcopal Children's Services main office at 1-800-238-3463.

Sincerely,



Teresa Matheny  
Chief of Programs and Administration

**Attachment 8 B**

**CANNED NEWS RELEASE**

**Prior to Activation of COOP**

The Early Learning Coalition of North Florida and/or Episcopal Children's Services, serving Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties Early Learning families, are temporarily moving operations as of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ due to the following occurrence: \_\_\_\_\_. Families or others in \_\_\_\_\_ County needing services may call \_\_\_\_\_ to reach the Coalition or Episcopal representative. Families that reside in a county not named may contact their local One Stop Office. More information may be obtained by going to [www.elcnorthflorida.org](http://www.elcnorthflorida.org) or [www.ecs4kids.org](http://www.ecs4kids.org). You will be informed when operations return to our regular place of business.

**During Activation of COOP**

The Early Learning Coalition of North Florida and/or Episcopal Children's Services, serving Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, have temporarily moved operations as of \_\_\_\_\_ to \_\_\_\_\_ due to \_\_\_\_\_. Families or others in \_\_\_\_\_ County(ies) needing services may call \_\_\_\_\_ to reach a Coalition or Episcopal representative. Families that reside in a county not named may contact their local One Stop Office. More information may be obtained by going to [www.elcnorthflorida.org](http://www.elcnorthflorida.org) or [www.ecs4kids.org](http://www.ecs4kids.org). You will be informed when operations return to our regular place of business.

**COOP Plan Is Ended**

The Early Learning Coalition of North Florida and/or Episcopal Children's Services, serving Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties have ended emergency operations from \_\_\_\_\_ and will once again be available to serve families from our regular business offices. Families needing service may call \_\_\_\_\_ or 904-726-1500. More information may be obtained by going to [www.elcnorthflorida.org](http://www.elcnorthflorida.org) or [www.ecs4kids.org](http://www.ecs4kids.org).

## **X. Review of Board Membership**

### **INFORMATIONAL**

**August 7, 2019  
Exec/Admin Committee Meeting  
Early Learning Coalition of North Florida, Inc.**

**BOARD MEMBERSHIP SUMMARY**  
As of July 15, 2019

Position	Name	Term Start Date	Term End Date
<b>BAKER</b>			
<b>Total Private Sector</b>	<b>0</b>		
<b>BRADFORD</b>			
<b>Total Private Sector</b>	<b>0</b>		
<b>CLAY</b>			
Governor Appointee <b>Private Sector</b>	Ron Coleman	November 22, 2013	April 30, 2016
Governor Appointee <b>Private Sector</b>	*Brian H. Graham	May 14, 2015	April 30, 2019
<b>Private Sector</b>			
<b>Total Private Sector</b>	<b>2</b>		
<b>NASSAU</b>			
District Superintendent of Schools or Designee	*Kristi Simpkins	December 2013	December 2021
<b>Total Private Sector</b>	<b>0</b>		
<b>PUTNAM</b>			
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
<b>ST. JOHNS</b>			
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 <b>Private Sector CHAIR</b>	Nancy Pearson, <i>Chair</i>	November 22, 2013	April 30, 2021
<b>Private Sector</b>	Mike Siragusa	September 2018	September 2022
<b>Private Sector</b>	Michelle Jonihakis	December 2018	December 2022
<b>Total Private Sector</b>	<b>3</b>		
<b>MULTI COUNTIES</b>			
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
<b>Private Sector</b>	Aubrie Simpson Gotham (St. Johns)	December 2018	December 2022
<b>Private Sector</b>	Joy Stanton, <i>Secretary</i> (St. Johns)	March 16, 2016	March 16, 2020
<b>Total Private Sector</b>	<b>2</b>		
<b>Combined Total Private Sector</b> ( <i>Must comprise MORE THAN 1/3 of total Board Membership</i> ):	<b>7</b>		
<b>TOTAL MEMBERSHIP</b>	<b>18</b>		

*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.
- **Vina Delcomyn-** Term date is July 2019 after serving two terms. Will reapply after one year from date of term.
- **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 18 board members.

Early Learning Coalition of North Florida, Inc.

## **X. Committee Absenteeism Log**

### **INFORMATIONAL**

**August 7, 2019  
Exec/Admin Committee Meeting  
Early Learning Coalition of North Florida, Inc.**

By-Laws

STRATIVE COMMITTEE

SENTEEISM LOG

Section 3.2.7 - Unexcused absences from two (2) consecutive meetings within a twelve month period by a representative or appointed member is equivalent to resignation from the Coalition.

Section 3.2.8 - Mandated members with three (3) consecutive unexcused absences from meetings or six (6) unexcused absences from meetings with in a twelve month period without due cause may be notified by the Chair that their X = Attended

	Member Name	5/2/2018 Meeting	No Mtg. Jun-18	No Mtg. Jul-18	8/1/2018 Meeting	No Mtg. Sep-18	No Mtg. Oct-18	11/7/2018 Meeting	No Mtg. Dec-18	No Mtg. Jan-19	2/6/2019- Meeting Cancelled	5/1/2019 Meeting Cancelled	8/7/2019 Meeting
1	Delcomyn, V.	X			X			X					No longer a member
2	Siragusa, M.	Not a member			Not a member			X					
3	Pearson, N.	X			X			Excused					
4	Williams, R.	X			X			X					
5	Matheny, T.	X			X			X					
6	Stanton, J.	X			X			Excused					
7	Allen, M.	Excused			X			X					
8	McElhone, B.	X			Excused			No longer a member		Not a member yet			
9	Little, T.	X			Excused			X					

## **XI. Committee Comment**

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## **XII. Next Meetings:**

- **Board Meeting**–  
September 11, 2019; 10:30 a.m. Renaissance  
Resort at World Golf Village Convention center
  - **Exec/Admin** – November 6, 2019; 10:30 a.m.  
Conference Call
- 

## **XIII. Adjournment\***

***\*ACTION ITEM***