



# EARLY LEARNING COALITION

North Florida

## BOARD MEETING

June 20, 2018; 10:30 a.m.

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

## UPDATED AGENDA

### *\*Action Item*

- I. **Call to Order/Roll Call**
- II. **Public Comment**
- III. **Review of Delegation of Authority items**
- IV. **Approval of March 21, 2018 Board Meeting Minutes\***
- V. **Staff and Committee Reports**
  - A. CEO Report- Verbal
  - B. Finance Manager's Report-**HANDOUT**
  - C. 3rd Quarter Program Update
  - D. 3rd Quarter Early Literacy Report
  - E. Executive Administrative Committee
    - Draft of May 2, 2018 Exec/Admin Meeting Minutes- **INFORMATIONAL**
    - Consent Agenda:**
      - 1. Ratify Approval of February 7, 2018 Exec/Admin Committee Meeting Minutes\*
      - 2. Ratify Approval of Financials as of March 31, 2018\*- **HANDOUT**
      - 3. Ratify Approval of Episcopal Children's Services 2018/2019 Primary Service Provider Contract\*
      - 4. Ratify Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2018/2019\*
      - 5. Ratify Approval of the 2017-19 School Readiness Plan Amendment #15\*
- VI. **New/Unfinished Business**
  - A. Approval of 2017-18 Budget Realignment/Quality Dollars\*
  - B. Approval of the Grant Agreement Between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida-for School Readiness, Voluntary Prekindergarten (VPK) and the Performance Funding Project (PFP)\*
  - C. Approval of the Voluntary Prekindergarten Outreach and Awareness and Monitoring Initiative (VPK OAMI) Grant Agreement Between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida\*
  - D. Approval of the Episcopal Children's Services 2017/2018 Contract Amendment #0005-17\*
  - E. Approval of the 2017-19 School Readiness Plan Amendment #16\*
  - F. Approval of the Preliminary ELCNF Budget for 2018/2019\*
  - G. Approval of 2018-19 Meeting Schedule\*
  - H. Approval of the Consulting Agreement with Robert Hund\*
  - I. Approval of the Web/Marketing Consulting Contract with Creative Types/Amy Lyn D'Alesio\*-**HANDOUT**
  - J. Board Self Evaluation – Discussion –**HANDOUT**



# EARLY LEARNING COALITION

*North Florida*

- VII. Review of RFP and RFQ Timelines for Recruiting Evaluators- INFORMATIONAL**
- VIII. Review of New Florida State Legislative Overview, HB 1091- INFORMATIONAL**
- IX. Review of Board Membership-INFORMATIONAL**
- X. Board Absenteeism Log – INFORMATIONAL**
- XI. Board Comment**
- XII. Next Meetings**
  - Wednesday, August 1, 2018, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
  - Wednesday, September 19, 2018, 10:30 a.m. – ANNUAL Board Meeting
- XIII. Adjournment\***

# FINANCE MANAGERS REPORT

Fiscal Year 2017-2018

## March 2018 Financial Information

### Financial Statements

The 3rd quarter monitoring of ECS began this week, April 30<sup>th</sup>. I attended the Finance Officer's conference in Orlando 4/17 through 4/19 and will be attending the MIP conference May 6<sup>th</sup> – May 9th. Revenue and Expenditure reports will be available for the next board meeting, in the meantime, the following information is for your review:

### School Readiness Grant Requirements and other significant data: As of March 2018

#### Targets and Restrictions

Direct Services Minimum: 78%		81.4%
Admin Maximum: 5%		3.9%
Admin/PSS/Quality Maximum: 22%		18.6%
Quality Minimum: 4%		9.1%
CCEP Admin Maximum: 5%		0.0%
CCEP Match: \$15,242	\$	15,450.06
CCEP Direct Services Minimum: 81%		100.0%
Working Poor Eligible Match: \$376,039	\$	203,898.62
Infant & Toddler Minimum: \$195,421	\$	174,358.99

- Average children served per month is 3,848.

Total Grant Expenditure on Direct Services (slots, without advance) - \$9,470,021.51.

Total Grant Expenditure for Administration & Indirect Services - \$ 1,062,054.80.

Percentage of Grant year: 75 %

Percentage of Grant expended for the year: 75 %

### Voluntary Pre-K Grant Requirements and other significant data: As of March 2018

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

- Costs are currently 3.7 %

Total Grant Expenditure on Direct Services - \$ 9,873,551.39.

Total Grant Expenditure on Administration & Indirect Services-\$ 361,084.09.

Percentage of Grant year: 75 %

Percentage of Grant expended for the year (without advance): 75 %

Average Children Served per Month is 4638

### Summary

#### SR – School Readiness

- The coalition is 1.1 % below the maximum threshold for administrative services.
- The coalition is 3.4 % above the minimum threshold for direct services.

#### VPK – Coalition Pre-K:

- The coalition is .3 % below the maximum threshold for administrative services.

## ACTION ITEM SUMMARY

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



June 12, 2018

Ms. Dawn Bell  
CEO  
Early Learning Coalition of North Florida

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

#### Scope & Specifications

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

Services may include, but are not limited to\*:

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

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

(Continued.)



(Agreement between Creative Types and ELC, continued.)

**Fees & Terms:**

- Projects will be billed on an hourly basis of \$60 per hour; not to exceed \$12,000 annually.
- This contract shall be in effect for the period beginning on July 1, 2018 and ending June 30, 2019, unless terminated earlier in accordance with the terms of this contract.
- Identify timelines for invoice submission and approval. Monthly invoices will be emailed by the 10th of each month and are to be paid no later than the last day of that same month.
- Checks are to be made payable to Amy Lyn D'Alesio (EIN# 47-2772827).
- Publishing costs are the responsibility and are not included in this agreement.
- Final proofreading is client's responsibility.
- Creative Types retains personal rights to use the completed projects and any preliminary designs for the purpose of competitions, future publications, educational purposes and the marketing of Creative Types. Where applicable, client will be given credit.
- Project-related out-of-pocket expenses, such as copying, courier and shipping charges, will be reimbursed to me at cost. Agreed items under \$50, such as photography, templates or specialty graphics, may be purchased on behalf of the client for timely reimbursement. Payment for these items will be client's responsibility and will be billed separately.

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

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

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

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



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

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

Sincerely,

*Amy Lyn D'Alesio*

Amy Lyn D'Alesio

Approved: Ms. Dawn Bell: Dawn Bell Date: 6/12/18





#### **ATTACHMENT I – ASSURANCES AND CERTIFICATIONS**

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

#### **A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.**

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





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



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



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

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

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

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

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



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

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

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

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

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

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

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





**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying COALITION in writing within ten (10) calendar days of receiving notice from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to-  
**Early Learning Coalition of North Florida, Inc.**  
**2450 Old Moultrie Road, Suite 103**  
**St. Augustine, Florida 32086**
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement, or other appropriate agency approved for such purposes.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.



The following are the sites for the performance of work done in connection with the specific CONTRACT including street address, city, county, state, and zip code:

**CREATIVE TYPES**  
**14030 ATLANTIC BLVD, #3414**  
**Jacksonville, FL 32225**

Check ( ) if there are workplaces on file that are not identified here.  
Check ( ) if an additional page was required for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to the provisions of this section.

**E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST**

The CONTRACTOR hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it is required to inform the COALITION immediately upon any change of circumstances regarding this status.

**F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 – PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

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

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

**G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED, (22 U.S.C. 7104 (G))**

This CONTRACT is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each COALITION CONTRACT (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the COALITION to include a condition that authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial



sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

**H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001**

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

**I. CERTIFICATION REGARDING IMMIGRATION STATUS**

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

**J. CERTIFICATION REGARDING STANDARDS OF CONDUCT**

The CONTRACTOR certifies that it shall comply with the provisions of **45 CFR part 92.36(b)(3)** regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)**

To comply with Public Law 111-117, the CONTRACTOR may not distribute federal funds made available under this CONTRACT to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

**L. THE TRANSPARENCY ACT (AS CFR PART 170 DEFINES)**

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

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





**M. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

The CONTRACTOR agrees that it will comply with Executive Order No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

**N. CLEAN AIR ACT (42 U.S.C. 7401, ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251, ET SEQ.) AS AMENDED**

If this CONTRACT is in an amount in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251, et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). Violations shall be reported to the COALITION, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 92.36 (i)(12).

**O. ENERGY EFFICIENCY**

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). See 45 CFR part 92.36 (i)(13).

**P. SCRUTINIZED COMPANIES LISTS**

If this CONTRACT is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the COALITION may terminate this CONTRACT at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.

If this CONTRACT is in the amount of one million dollars or more, in compliance with s. 287.135, F.S., the CONTRACTOR, by signing this CONTRACT, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**Q. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, ET SEQ.)**

When federal program legislation requires, all construction CONTRACTS of more than \$2,000 the recipients and subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.



**R. COPELAND ANTI-KICKBACK ACT (18 U.S.C. 874 and 40 U.S.C. 276c)**

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**T. ACCESS TO RECORDS**

Pursuant to 2 CFR §200.336, Access to records, the CONTRACTOR agrees to provide access by the COALITION, the Office of Early Learning, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

**By signing below, the CONTRACTOR, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in this attachment.**

Amy Lyn D'Alesio

Printed Name and Title of Authorized Representative (For Contractor, Creative Types)

Amy Lyn D'Alesio

Signature

Date:

Dawn E. Bell

June 12, 2018