

APPENDIX A

“DRAFT” PRIMARY SERVICES CONTRACT AGREEMENT BETWEEN

The Early Learning Coalition of North Florida, Inc.
and
(Contractor’s Name Here)

(This “Draft Primary Services Contract” is subject to change)

THIS AGREEMENT is made and entered into between the EARLY LEARNING COALITION OF NORTH FLORIDA, INC., hereinafter referred to as the “COALITION”, and (Contractor’s Name Here) hereinafter referred to as the “CONTRACTOR.”

I. GENERAL PROVISIONS

A. Scope of Contract

This contract relates exclusively to the provision of primary School Readiness and Voluntary Prekindergarten (Attachment 1 and Exhibit A) services to the Coalition. This contract incorporates Attachments and Exhibits for a total of **99 pages**. The Contractor shall fulfill its designated responsibility as “Primary Early Learning Services Provider” in the OEL-approved Early Learning Coalition of North Florida Plan (Plan) and is also responsible for invoking all Coalition approved changes to all documents pertaining to the Plan and this Primary Services contract. The Contractor shall request any changes to the contract or this Plan through Coalition staff and the appropriate committee. The Contractor shall submit all required reports listed within this contract and/or any reports requested by the stated deadline and in the proper format per the most current version of this contract and the Coalition’s Contracts Report “Table” and “Tickler” documents. All documentation to support the information within these reports are required to be maintained by the Contractor and must be made available to the Coalition upon request. The Coalition, at its sole discretion and upon written request by the Contractor, will consider offering an extension for any listed tasks, timelines, or deliverables. Notification of any deliverable extension granted shall be provided by the Coalition Grant Manager to the Contractor in writing.

The Contractor understands and agrees to adhere to the standards and requirements established under the Coalition’s formal Procurement Process and the Request for Proposal (RFP) document and Contractor’s response pursuant to which this agreement was funded and which is incorporated by reference as if set forth in its entirety herein except to the extent any terms or conditions as provided for under the Request for Proposals including the Contractor’s response, conflict with the terms and conditions as stated in this agreement the language of this agreement shall control. The Coalition has the right to include and consider any additional documents required by the Federal Government, State of Florida, or Governor, pertaining to this contract if conditions arise to any performance requirements.

The Contractor has been determined as a sub-recipient. As such, The Contractor understands and agrees to adhere to all applicable terms and conditions defined in the most current annual GRANT AGREEMENT (including any amendments) between Florida’s Office of Early Learning and the Early Learning Coalition of North Florida. This includes any renewals or extensions approved by both OEL and the Coalition’s Board of Directors. The Contractor shall comply with the Federal and State laws and regulations within this contract and the grant agreement, including any revision to those laws and regulations made after the execution of this Contract (notification will be provided in writing to the Contractor), in the course of performing services under this Grant Agreement. Upon execution of

a mutual agreement between OEL and the Coalition, **(CONTRACTOR NAME HERE)** (as the Coalition's sub-recipient) is in agreement with the terms and conditions of said contract. This would also include any automatic OEL grant award or grant agreement extensions beyond the fiscal year for the purposes of maximizing carry forward funds and/or minimizing reversions, but would not affect the start date of the next fiscal year's award period. Additionally, the Contractor agrees to comply with all applicable Coalition policies and procedures, and to comply with any newly enacted statutes or rules that supersede the provision of this agreement. The Contractor must comply with State and Federal Single Audit Act requirements and must appropriately classify and account for expenditures of administrative funds made under contract subject to the **5% administrative cap** for School Readiness Services. It is also required the Contractor submit a cost allocation plan to ensure all expenditures are correctly classified and recorded and personnel activity reports must be completed by each employee on a weekly or bi-weekly basis. The P.A.R.'s must also; (1) reflect an after-the-fact distribution of the actual activity of each employee, (2) account for the total activity for which each employee is compensated, (3) be prepared to coincide with one or more pay periods, and (4) must be signed by the employee and/or supervisor with first-hand knowledge of the employee's performed tasks.

B. Effective Dates

This contract shall be in effect for the period beginning on **July 1, 2022**, and ending **June 30, 2023**, unless terminated earlier in accordance with the terms of this contract. The Coalition is not obligated to pay for costs incurred related to this contract prior to this contract's begin date or after the end date.

C. Governing Laws

1. State Of Florida Requirements

- a) The Contractor agrees its contract will be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the Florida Statutes 1002.81 through 1002.97 and 1002.51 through 1002.79, and Florida Statutes 11.062, 20.052, 39, 112 [including 112.061, 112.313, 112.3135, 112.3143(1)(b)], 119, 215.97, 215.971, 216.181, 216.301, 216.347, 216.401, 230.2303, 273, 282.3031, 286.25, 287.017, 287.057, 287.058, 287.0585, 402.25, 402.281, 402.319, 409.178, 411.223, 414.045(1), 414.1585(1), 415, 427, 435.04, 445.023, 445.032, 445.017, 946.40, Part A, Title IV of the Social Security Act, 45 CFR Parts 74, 84, 92, 98, 99, and 260-265, and Rules 6A-1.09433, 6A-6.03033, and 65C-20 through 22 Florida Administrative Code (F.A.C).
- b) The Contractor agrees this contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract. The parties further agree St. Johns County shall be the venue of any legal action between the parties.
- c) The parties shall be governed by applicable state and federal laws, rules and regulations including, but not limited to those referenced in this Contract, the approved Community Service Plan, and all Attachments and Exhibits contained herein.
- d) **CSFA (Catalog of State Financial Assistance) notification:** The Contractor shall ensure all its activities under the Contract shall be conducted in conformance with the regulations required under the Voluntary Prekindergarten Education Program award, CSFA number 48.108.

2. Federal Requirements

- a) **Clean Air and Water Act:** When applicable, if the aggregated amount of funds awarded under this agreement is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401 et seq.), the Clean Water Act as amended (33 U.S.C. 1251 et seq.), and Environmental Protection Agency regulations (400 C.F.R. part 15). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR part 92.36(i)(12). -
- b) **Lobbying:** The Contractor agrees no federal funds received in connection with this contract may be used by the Provider to influence legislation or appropriations pending before the Congress or any State legislature (45 CFR Part 93). If this Agreement provides for or contemplates the use of federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from the Coalition's C.E.O. All disclosure forms as required by the Certification Regarding Lobbying form (**Attachment 3**) must be completed and returned to the Coalition's C.E.O.
- c) **Immigration and Nationality Act:** The Contractor agrees unauthorized aliens shall not be employed. Employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition. (**Attachment 15, C**)
- d) **E.E.O:** The Contractor certifies it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).
- e) **Drug Free Workplace Act:** If this Agreement provides for or contemplates the use of federal funding in excess of \$100,000, the Contractor agrees to operate in accordance with the Drug-Free Workplace Act of 1988 Common Rule (45 CFR part 82, 2 CFR Part 382). (**Attachment 5**)
- f) **Debarment and Suspension:** When applicable, as required by the regulations implementing Executive Order No. 12549, Debarment and Suspension, 29 C.F.R. 98, 2 CFR Part 376, the Contractor is not presently nor previously within a three-year period preceding the effective date of the Agreement, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (**Attachment 4**)
- g) **Non-Discrimination and Harassment-Free Workplace:** The Contractor shall certify they will not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The Contractor shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts will meet the requirements as set forth in Public Law 105-220, section 188. (**Attachment 15, A**)
- h) **Energy Policy and Conservation Act:** The Contractor agrees it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,). See 45 CFR part 92.36(i)(13).
- i) **Contract Work Hours and Safety Standards:** When applicable, the Contractor agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 as supplemented by 29 CFR Part 5).

- j) **Copeland Anti-Kickback and Davis-Bacon Acts:** When applicable, the Contractor agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C 276c, and supplemented by 29 C.F.R. Part 3) and the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7) regarding labor standards for federally assisted construction sub-agreements.
- k) **Construction or Renovation of Facilities/Purchase of Buses Using Program Funds:** The Contractor is aware pursuant to 45 C.F.R. part 98.54, CCDF, including matching funds, may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds, the Coalition shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.). Funds may not be used for the purchase of buses or to pay for transportation costs, other than transportation costs designated by special OCA's in OEL OCA Working Definitions document.
- l) The Contractor agrees no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the Contractor, except services may be designated for specific client groups as defined by the Office of Early Learning. The Contractor agrees to maintain reasonable access to handicapped persons. (**Attachment 15, A and D**)
- m) **CFDA (Catalog of Federal Domestic Assistance) notification - CCDBG, CCDF, TANF, SSBG, and PDG:** The Contractor shall ensure all its activities under the Contract shall be conducted in conformance with the current provisions and regulations required under the:
- 1) Child Care Development Block Grant (hereinafter referred to as "CCDBG"), CFDA number 93.575,
 - 2) Child Care and Development Fund (hereinafter referred to as "CCDF"), CFDA number 93.596, 42 USC § 9858 et seq. and section 418 of Title IV-A of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act and subsequent amendments, 42 USC § 618,
 - 3) Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), CFDA number 93.558, 42 USC § 601 - 619,
 - 4) Social Services Block Grant (hereinafter referred to as "SSBG"), CFDA number 93.667,
 - 5) ESSA Preschool Development Grants Birth Through Five (hereinafter referred to as "PDG"), CFDA number 93.434,
 - 6) 45 C.F.R. Parts 74, 92, 98 and 99, and 260-265, and
 - 7) Other applicable federal regulations and policies promulgated hereunder.
- n) **Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995:** The Contractor shall comply with section 507, P.L. 103-333 of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which state to the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.
- o) **Trafficking Victims Protection Act of 2000:** The Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended 22 U.S.C. 7104(g), of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which authorizes the Coalition to terminate the award/agreement, without penalty, if the sub-recipient (a) Engages in severe forms of trafficking in persons during the period of time the award/agreement is in effect; (b) Procures a commercial sex act during the period of time the award/agreement is in effect; or (c) Uses forced labor in the performance of the award/agreement.

- p) **Pro-Children Act regarding Environmental Tobacco Smoke:** The contractor agrees to comply with the Pro-Children Act of 2001, 42 U.S.C. 7181 – 7184, which imposes restrictions on smoking in facilities where Federally-funded children's services are provided, and include a similar compliance provision in all approved sub-contracts. The act specifically prohibits smoking in any indoor facility (owned, leased or contracted) where kindergarten, elementary or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased or contracted) where federally-funded health care, child care or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if an agent used federal funds to construct, operate or maintain such facilities. The statute does not apply to children's services provided in private residences, facilities Medicare or Medicaid solely fund, portions of facilities used for inpatient drug or alcohol treatment, or facilities for redeeming Women, Infants, and Children (WIC) coupons. Failure to comply with the law's provisions may result in the imposition of a civil monetary penalty of up to \$1,000 per violation or the imposition of an administrative compliance order on the responsible entity.
- q) **School Readiness Citizenship and Immigration Status:** The Contractor agrees to verify, document and maintain in the child file the determination of citizenship and immigration status of beneficiaries of its School Readiness programs and to ensure a child is determined to be a U.S. citizen, U.S. noncitizen national, or qualified alien. The federal Child Care and Development Fund (CCDF) is subject to requirements of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). Title IV of PRWORA requires programs offering federal public benefits to verify the citizenship and immigration status of beneficiaries of those benefits. Children who are in programs subject to Head Start Performance Standards and supported by combined Head Start and CCDF funding are not subject to verification procedures.
- r) **Resource Conservation and Recovery Act (2 CFR § 215.16):** The Contractor agrees to comply with RCRA (P. L. 94-580 codified at 42 U.S.C. 6962), which requires any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002. Section 6002 requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247-254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- s) **Contractor Registration:** The Contractor agrees to comply with 2 CFR 25.110 Data Universal Number System (DUNS) Numbers. In addition, the Contractor agrees to maintain a current registration in the Official U.S. Government System for Award Management (SAM).
- t) **Mandatory Reporting of Fraud and Criminal Activity:** In accordance with 2 CFR §200.113, Mandatory disclosures, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the Coalition and OEL all violations involving fraud, bribery or gratuity violations potentially affecting this contract and/or the related federal/grant program(s).
- u) **Certification of Filing and Payment of Federal Taxes:** The Contractor agrees to comply with 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. (**Attachment 14**)

D. Definitions

Child Care Authorization Form – Form granting authorization for School Readiness services, distributed from local referring agencies to families meeting requirements of School Readiness.

Coalitions Services Portal - The core module of the single statewide integrated system used to process the VPK and SR applications from the Family Portal and process provider applications, agreements and attendance records from the Provider Portal.

Contracted Slots - A child care slot established within a contract between the ELC or its subcontractor and SR provider guaranteeing funding at an increased provider payment rate.

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

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

Referral – Links a child's family with the appropriate community resources and available child care providers in their area best meet the family's needs.

For a complete list of definitions, see OEL Grant Agreement.

II. SCOPE OF SERVICE TASKS - School Readiness Program

The Contractor shall serve as the "Primary Early Learning Services Contractor" to the Coalition. The Contractor's C.E.O. shall be the liaison point of contact for all services under this contract.

This contract provides School Readiness services to eligible children and families; services necessary to develop and to maintain a safe, cost effective, family friendly system protects at-risk children; and assistance for families to become or remain economically self-sufficient. These services shall be provided to families who reside within Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, State of Florida, for the time period specified in the contract. The major goals of these services are: to prevent the abuse and neglect of children; to assist families to become or remain economically self-sufficient; and to prepare children to enter school ready to learn. The School Readiness program is also responsible for the quality enhancement /improvement of early learning providers/practitioners. Authority for School Readiness and its related programs are provided in Chapter 1002, part VI, Florida Statutes, Sections, 402.3135, F.S., 402.3145, F.S., 414.1585(1), F.S., 435.04, F.S., 445.023, F.S., 445.032, F.S., 445.017, F.S., Part A, Title IV of The Social Security Act, 45 CRF Parts 74, 92, 98, 99, and 260 – 265, and Rules 6M-4 F.A.C. (School Readiness Program Rules), 6M-9 F.A.C. (Early Learning Coalition Rules), 65C-20, 21, and 22 F.A.C.

Eligibility for all School Readiness children will be determined according to guidelines established by the Child Care Development Fund (CCDF) as administered by OEL, current approved TANF state plan as administered by the Department of Children and Families (DCF), Chapter 1002.81 through 1002.97 F.S. and Rule 6M-4.100, 6M -4.200, 6M -4.201-210, and 6M -4.300, F.A.C.

The Contractor shall provide the following ongoing primary School Readiness provider services and support to the Coalition:

A. ELIGIBILITY AND ENROLLMENT

1. Participation in School Readiness programs shall be provided to children under thirteen (13) years of age (or until the end of the determination period should a child become thirteen (13) years of age during that time) who meet child care eligibility requirements established by OEL and the priorities set forth by the Coalition.
2. Priority for participation in the School Readiness programs shall be established by the Coalition. To the extent resources are available, the Contractor shall extend School Readiness

- and child care services to every eligible family in the priorities the Coalition has established and as stipulated in its early learning plan.
3. Determination of client eligibility and service eligibility is the responsibility of the Contractor and the Contractor shall maintain and utilize written procedures for eligibility determination. The contractor shall adhere to the rules for eligibility determination, as stipulated by all applicable State of Florida, the Office of Early Learning, and Florida Administrative Code Rules.
 4. The Coalition retains authority for establishing priority eligibility factors. The contractor shall ensure priority is given to children and families who meet the eligibility priorities as adopted by the Coalition.
 5. Child care and School Readiness services for children determined to be at-risk of abuse or neglect who are in the custody of the state will be provided care in a licensed early education or child care program. Examples include: 1. Gold Seal accredited child care providers or providers participating in a quality rating system; 2. Licensed child care providers; 3. Public school providers; and, 4. License exempt child care providers, including religious exempt, registered, and non-public schools (Ref FAC 65C-13.030(2)(d) Effective 03/06/18). The placement of children who are in protective custody will comply with OEL and DCF policies. All OTHER clients will have a choice of the following: licensed or exempt child care center; licensed or registered child care family home; exempt school-based site; in-home care; relative care; non-relative care; or other legal care arrangement. The contractor shall conform to the program standards in OEL Guidance and with s. 402.305, F.S., and as defined by rules promulgation from the State of Florida.

The Contractor:

1. Shall ensure 100% of CareerSource referrals are offered services within ten (10) calendar days.
2. Shall offer services to 100% of Department of Children and Families referrals and their community based lead agencies' referrals, determine eligibility within two (2) business days, attempt to place each child with a provider within two (2) business days (subject to caseworker and/or parent cooperation), and implement the Coalition approved Rilya Wilson Act (F.S. 39.604) policies and procedures.
3. Shall only offer respite child care to TANF clients who require emergency child care.
4. Shall maintain accurate and current client information, which is updated on a weekly basis. The Coalition and/or OEL (Office of Early Learning) shall monitor the status of children's eligibility from on-site record reviews and from reports obtained from the contractor's client information system. The contractor shall maintain sufficient records to verify client eligibility was determined in accordance with Coalition and/or OEL requirements. And the Contractor must conduct internal file monitoring activities to ensure the accuracy of eligibility determinations in accordance with Rule 6M-4.208(1) F.A.C. All child eligibility documentation shall be maintained by the Contractor.
5. Shall acknowledge, in case of a dispute regarding School Readiness eligibility and enrollment the final determination of eligibility will be made by the Coalition.
6. Shall allow for informed "parental choice" decisions related to the selection of a child care provider.
7. Shall notify applicants or clients at all contact points of the right to a review in cases of a determination of ineligibility for services or termination, suspension, or reduction in services.
8. Shall ensure due process following contractor procedures for reviewing the cases of clients who request this review.
9. Shall notify parents/guardians should they prefer a child care provider whose private pay rate paid by the general public exceeds the Coalition approved reimbursement, the parent will be responsible for the difference between the provider's private rate and the Coalition approved reimbursement rate. Parents shall also be notified payment of their Coalition assessed parent fee is a requirement of the program and failure to pay the parent fee may result in termination from the School Readiness program.

10. Shall negotiate the child care rate for special needs children using Coalition rate schedules as a guideline. Rates negotiated for special needs children shall not exceed twenty percent (20%) above the infant rate, based on provider type and the child's IEP, EIP, 504 Plan, or FSP (Family Support Plan), and observation by Inclusion Specialist modifications are being made. The contractor is responsible for submitting rate documentation to the Coalition when requesting the monthly reimbursement.
11. Shall provide parents with information regarding relevant service organizations. Referrals will be made by staff, as necessary, and will also be documented and accessible for review.
12. Shall supervise staff performing developmental screenings [in accordance with 6M-4,.720(2) (e), (f)2., and (3), F.A.C. regarding establishing a screening tool, parental notification of results, and coordinating with parents/providers for subsequent screenings] for all children aged six weeks to age of kindergarten eligibility who are receiving School Readiness services, within forty-five (45) calendar days of **program entry**. And shall ensure establishment and implementation of an appropriate referral process for children with identified delays, suspected disabilities or special health care needs. Such screening shall not be a requirement of entry into the SR Program and shall only be given with parental consent in accordance with s. 1002.84(5), F.S. Contractor shall ensure providers are notified of ALL required screenings at least 30 days prior to screening due date.
13. Shall supervise staff performing developmental screenings for all children aged six weeks to age of kindergarten eligibility who are receiving School Readiness services **annually**. All screening score data are completed in accordance with FAC 6M-4.720.
14. Shall allow, as permitted by law, and subject to confidentiality restraints, access and monitoring of its records for any purpose by the State, OEL, Coalition, Coalition committees, or its representatives.
15. Shall satisfy all provisions for CCR&R services.
16. Shall be responsible for the provision and/or the coordination of health services screenings, to include referrals, for all children birth through five, which may include but not limited to hearing, vision, dental, mental health, motor development, and speech and language for children on an "as needed" basis, except those served in school-based programs.
17. Shall ensure KidCare information is made readily available to families at community events and at intake.
18. Shall maintain hyperlinks on their websites with the web addresses for the Family Portal and Provider Portal as designated by OEL. Shall provide direct access from the home page of its website for providers and parents to apply for SR and VPK programs (no more than one mouse click from the Contractor's home page of its website to get to the Family Portal and Provider Portal).
And shall maintain and utilize the Wait List per State requirements, and check the Wait List/ Family Portal at least weekly for any items needing processing. All SR and VPK applications (whether initial or redetermination) must be processed within ten (10) calendar days of receipt of completed application and supporting documentation.
19. Assist Coalition staff in accessing and in the use of the OEL Database.
20. Will adhere to the Coalition's I.T. policies, where applicable.
21. Provide basic network support to all users upon request.
22. Shall supply all data or reports necessary to comply with the following Administration for Children and Families (ACF) reporting requirements for school readiness programs: ACF-800, ACF-801, ACF-696, ACF-400 and data requirements as defined by OEL. The Contractor shall submit any data necessary for ad-hoc report upon request. All reports shall comply with the timeline, content, format, and standard codes specified by OEL.

B. LOCAL MATCH AND GRANT MANAGEMENT

The Contractor:

1. Shall be responsible for actively soliciting and obtaining local match funds for the Economically Disadvantaged funding category. Contractor shall prepare local matching funds grant applications for the United Way and Board of County Commissioners funding.

2. Shall actively pursue new sources of revenue for the Coalition in the form of grants, donations, and partnerships, and secure/enter into donor contracts.
3. Shall be required to utilize match funds efficiently and in the most cost-effective manner and will be responsible for any inconsistencies in match funds usage.
4. Shall be required to abide by all requirements as stated in each county's Board of County Commissioners (BOCC) contract and the United Way (UW) contracts or any other new contracts for match funding.
5. Shall be required to report match on a monthly basis as prescribed by OEL (OEL Program Guidance 440.10 – Match Reporting).

C. RESOURCE MANAGEMENT

Pursuant to the Request for Proposal and the Contractor's signed response, and the fact this contract is **a cost-reimbursement method of payment**, the Contractor shall be fiscally responsible pursuant to the following:

1. **BUDGET SURPLUS/DEFICIT:** The Contractor shall serve children with the **slot dollars** provided under this contract, unless the available School Readiness grant funding would not financially provide for all **slots**. Regardless of the total amount of funding for slots, the Contractor will ensure no less than **78%** of School Readiness grant funds will be used for slot funding. The 78% calculation includes direct services, applicable Gold Seal OCA expenditures, and performance-based payment differentials to providers up to the provider's private pay rate, as defined in the most recent version of the OEL Standard Codes document, and local match. The slot funding should not be expended over the contracted budget amount. The Contractor further agrees reimbursements under this contract shall be up to, and are capped at the total budgeted amount of funding for direct child care **slot funding** which is \$_____, unless written arrangements are made with the Coalition to move additional funds into the slot budget. This funding is inclusive of the annual OEL School Readiness Grant Award including local match funds (when applicable), and is **based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly. Gold Seal payments are subject to adjustments due to budget constraints.** Additionally, the Contractor shall be responsible for actively soliciting and obtaining local match funds for children in School Readiness Programs to be used only for slots.

Accordingly, the Coalition shall not be required to reimburse the Contractor for any expenses in excess of the total budgeted amount of funding as indicated above, unless the State offers funds, in advance, to the Coalition to cover this budget over usage, and this offer is accepted jointly by the Coalition and Contractor. If the Contractor exceeds the budgeted amount, they shall still be required to meet their financial obligations to all subcontractors and/or child care providers as set forth in the voucher agreements/ subcontracts and rate agreements. Pursuant to these requirements, the Contractor shall successfully manage the direct child care utilization including tracking the number of children served by child, age, identification number, location of services, and by funding stream, from entry until exit from services.

2. The Contractor shall submit a monthly statistical report, currently titled "School Readiness Slot Utilization and Projection Report" by the **20th** of the following month of service, reflecting the monthly and collective total of projected and actual slot utilization and expenditures to date. Contractor shall monitor and manage utilization of contract funds in an effective and efficient manner. Upon notification by OEL, or at the Coalition's sole discretion, the Coalition can amend the contract dollar amount for child care slot funding.
3. Contractor shall effectively conduct financial analyses, including trend analysis, make accurate forecasts, projections, and provide monthly utilization management plan recommendations for approval by the Coalition. The Coalition shall be given notice prior to the Contractor disenrolling any children and notice prior to stopping new enrollments of any Category A or B Priority children. Additionally, the Coalition will be provided the opportunity to explore other methods for resolving utilization issues. The Coalition has an approved Disenrollment Policy and Procedure,

and the Contractor shall abide by the provisions of the policy. The Contractor shall not disenroll any group of students prior to consulting with the Coalition and representatives from OEL.

D. PROVIDER SERVICES / EDUCATION

The Contractor:

1. Ensure all informal providers and members of their families over 18 years of age receive a level 2 background check and that all members of the household between the ages of 12-18 do not need to be fingerprinted but must be screened for delinquency records (Form OEL-SR-6206, School Readiness Program Health and Safety Standards Handbook), and monitor all informal providers at least annually, for the purpose of observing (at a minimum) compliance with F.S. (Sections 1002.81 through 1002.97) and verify DCF 6-hour training certificate.
2. Shall make accurate payments to providers on a timely basis, as set forth in their agreements and in conjunction with the Coalition approved reimbursement rates and Parent Fee Schedule, or will notify them in a timely manner if payments are held up.
3. Shall be responsible for negotiating fixed rates with Providers. Rates negotiated by the Provider may not exceed rates paid by the general public, nor shall rates exceed the Coalition's established rate schedules. Payments to Gold Seal providers must follow the guidelines established by the State and OEL, and are subject to adjustments due to budget constraints. And ensuring differentials are only paid for eligible children who receive completed assessments during the appropriate Assessment Period.
4. Shall update and submit the annual Parent Sliding Fee Scale to the Coalition/OEL no later than **April 1** each contract year.
5. Shall make every effort to accommodate any requests for EFT payment to providers, if available.
6. Shall administer and maintain subcontracts with providers for child care provision, on behalf of the Coalition, and shall monitor all providers using the OEL Statewide Contract Monitoring Tool, Tier 1 Form; and the OEL prescribed sample of on-site monitoring using the Tier 2 Form. This includes monitoring the implementation of OEL approved curricula listed on their contract.
7. Shall monitor all informal providers at least annually, for the purpose of observing (at a minimum) compliance with F.S. (Sections 1002.81 through 1002.97), and will verify DCF 6-hour training certification.
8. Shall ensure all after school programs, for school-age children only, have an environment compliant with F.S. (Sections 1002.81 through 1002.97).
9. Shall recruit providers of quality early learning services.
10. Shall conduct on-site assessment and monitoring visits to ensure quality early learning services. Contractor will submit reports to the Coalition regarding non-compliant Providers and make recommendations regarding continuation of their provisions for child care.
11. Shall supply technical assistance to validate program activities to support developmentally appropriate practices and learning environments, character development activities, to ensure healthful and safe School Readiness environments and supply activities/services and resources that promote the enhancement of quality in the early learning setting and promote effective teaching strategies.
12. Shall conduct attendance audits of 100% of providers annually using the Tier 1 Form, and the prescribed sample of on-site monitoring using the Tier 2 Form to help ensure services, which have been authorized and for which payment has been made, were actually performed. The Contractor shall establish a five (5) year records retention requirement for sign-in and sign-out records for all SR services. The Contractor may not alter or amend attendance records after December 31 of the subsequent fiscal year.
13. Shall maintain provider files on an on-going basis.
14. Annual monitoring by the contractor will be conducted as applicable, or more frequently as authorized by the Coalition if the provider fails to achieve the minimum acceptable level of compliance. The Contractor will require providers are noncompliant with the provider contract, based on the Contractor's monitoring, to complete a corrective action plan. In the case a provider does not correct deficiencies according to policy, the Contractor will report

- such providers to the Coalition. In the case it is a health and safety violation, the Contractor will comply with the enforcement procedures outlined with the Statewide Provider Contract for the School Readiness program, Rule 6M-4.610 and 4.620, F.A.C.
15. Shall develop or make available all material for family training in the following areas: Parental skill-building, health and nutrition services, effective life management skills and acquisition and use of literacy skills, coordinate a minimum of ten (10) workshops in a 12-month period, produce and/or distribute a quarterly newsletter.
 16. Shall participate in community-wide events promoting School Readiness and child care awareness and participate in community-wide assessments relating to early care and services issues.
 17. Shall attend state meetings, trainings and conference calls as appropriate and as funding permits to stay abreast of rules, regulations, policies and best practices.
 18. Shall host and/or sponsor a minimum of one community-wide event and conduct community-wide assessments (within budget constraints) on behalf of the Coalition relating to early learning and child care awareness.

E. REPORTS

The Coalition shall determine what constitutes an acceptable report and its determinations shall be conclusive. The contractor shall ensure it has satisfied all federal, state, Coalition and other funding reporting requirements. Reports are subject to change by the Coalition.

The Contractor shall submit:

1. As requested by the Coalition, any required Plan update reports.
2. Timely and accurate monthly "School Readiness Invoices" in a manner directed by the Coalition for early learning services, due by the **15th** of the month following services.
3. SSIS reports and data sufficient to generate invoices on a monthly basis to the Coalition's school-based providers.
4. A monthly primary School Readiness services contractor management report, currently titled "Service Provider Snapshot Report", to be delivered by the **21st** of the month following services, in a format as directed by the Coalition. This report shall include the following details.

For School Readiness:

- Children on wait list by age group for current month, previous month and year-to-date average
- SR Provider Trainings held
- SR Provider Trainings offered
- SR Technical Assistance Visits
- R & R consumer complaints (# and details of each complaint)
- Children screened (Enrollment, Birthday, Social/Emotional, and Referrals for Intervention) - percentages for monthly and year-to-date, total number screened
- For each type of screening: number recommended for further referrals, actual children referred with parental consent for current month and year-to-date
- Child Assessment Data
- SR Provider CLASS Assessments for All Classrooms (Prekindergarten, Toddler, and Infant)
- SR Provider Monitoring Tier 1 and Tier 2

For VPK:

- number of current providers
 - number of current classrooms
 - current classroom capacity
 - enrolled on last day of month
 - number (monthly and YTD) and percentage (YTD) of providers monitored
5. "Cumulative Financial Statements" to be delivered as requested, in a format as directed by the Coalition.

6. Annual "Contractor's Independent Audit" to include Contractor's Program Specific Audit, **within thirty (30) calendar days of its receipt by the contractor and no later than October 31, 2023.**
7. "Inventory Report of all Non-Expendable Property" either transferred, purchased, or leased under this contract, by **July 1, 2022** and as needed thereafter including change in property custodian in compliance with Section 274, F.S. - Tangible Personal Property). In addition, Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the FDOE Green Book, the Contractor must demonstrate effective control over and accountability for all property and other assets. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The Contractor should have a written policy on how these items will be tracked, accounted for and safeguarded.
8. SSIS invoice back-up data for early learning services to OEL by the **15th** of the following month in a format as directed by OEL. The Contractor shall use the most up-to-date Network Standard User Codes, when compiling data and all reports shall comply with such standardized code tables.
9. "OEL Match Reports", submitted with the invoice, by the **15th** of the following month in a format as directed by OEL.
10. Monthly OEL/T.A.P.P. new student and student update reports, due by the **15th** of the following month, to be submitted with the School Readiness Invoices.
11. Quarterly Provider Newsletters, to include the schedule of provider meetings (for the following quarter), by **July 20, 2022, October 20, 2022; January 20, 2023; and April 20, 2023.**
12. Quarterly Provider Training Calendars will be available on the Contractor's website for review by **July 1, 2022; October 1, 2022; January 1, 2023; and April 1, 2023.**
13. Annual Anti-Fraud Plan by **May 1st** for the following Fiscal/Contract Year.
14. CCDF Quality Progress/Performance Report (**QPR**) by **November 1** each Fiscal/Contract year as designated by OEL.
15. Any ad-hoc reports, as requested by the Coalition. The contractor shall maintain all records in such a manner any ad-hoc reports may be generated in a timely manner.

III. SCOPE OF SERVICES TASKS - Child Care Resource and Referral

A. General Statement: The purpose of this Contract is to administratively coordinate the statewide Child Care Resource and Referral Network, created pursuant to Section 402.27, Florida Statutes, for the service delivery area of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, FL.

B. Scope of Services: The Contractor shall agree to provide services, per OEL CCR&R Program Requirements, as follows:

1. To provide quality CCR&R services to all families (without regard to socioeconomic status) including, but not limited to, identification of all provider options, information on and assistance in locating a child care provider meets the family's specific needs, and information regarding financial subsidies or related family support services. Once a parent has selected a provider, the Contractor shall provide that parent with the following information:
 - a) Link to DCF CARES system where the parent can locate specific information about the selected provider, including health and safety requirements met by the provider, any licensing or regulatory requirements met by the provider, the provider's inspection and violation history, and any voluntary quality standards met by the provider.
 - b) A description of how CCDF subsidies are designed to promote equal access.
 - c) Instructions on how to submit a complaint through DCF's complaint hotline.
 - d) Instructions on how to contact the local CCR&R for information regarding other community-based supports.

2. To maintain a comprehensive database of all legally operating child care providers available in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties.
3. To provide technical assistance to existing and potential child care providers including information on initiating new child care services, information to maximize the provider's ability to serve children, financial assistance programs, local zoning and governmental requirements, program and budget development, becoming a licensed provider, information on training and technical assistance opportunities, and information on other assistance as requested.
4. To refer local child care providers to the provider of services for the inclusion of children with disabilities and special health care needs.
5. To assist local Coalitions in assessing community needs and planning for resource development by providing supply and demand information/data regarding CCR&R services in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, including, but not limited to, analysis of referral calls, provider surveys, economic and population data, and other relevant information.
6. To develop collaborative methodologies with public and private community agencies and groups to expand the supply of both quality child care providers and programs.
7. To provide assistance to the business/employer community with employees requiring CCR&R assistance and to promote the involvement and support of the business/employer community in expanding the availability, affordability, and quality of child care services, by educating, encouraging, and recruiting participation in the Child Care Executive Partnership program.
8. To promote the awareness and use of CCR&R services through the planning and implementation of local community outreach, initiatives, and activities.
9. To promote and support professional development of Contractor staff to ensure the provision of high quality CCR&R services.
10. To submit any data or reports necessary for the administration of the CCR&R program according to the requirements established by OEL. All reports shall conform to the timeline, content, format, and standard codes specified by OEL.

C. Methodology: The Contractor will perform the above Scope of Services by performing the following tasks:

1. Provide all services, at a minimum, from 8 AM to 5 PM on weekdays excluding Contractor specific holidays per **Attachment 8** to the Primary Early Learning Services contract.
2. Offer services to all families either by phone, in person, or by Contractor website, and be willing to use the Florida Relay TDD system, as requested. Contractor will provide services or have access to assistance for services with families who speak languages other than English.
3. If families request CCR&R services in person, appointments are available, but walk-ins will be accommodated after serving appointments and phone-in customers. Walk-in hours are posted. The Contractor will provide a family friendly waiting room/reception area with an activity area for children or portable children's toys/materials for each staff member's office.
4. If families request services by phone, a toll-free or local number will be provided 24 hours a day, 365 days a year. Customers must be able to receive staff assistance during open business hours. After regular business hours or whenever customers direct themselves to voicemail, a message identifying the CCR&R Contractor, open hours of phone or in-person services, and option to leave a message for staff is available. If the Contractor's CCR&R office is closed at any time during standard business hours, the Contractor shall provide a message on their family services phone line with its hours of operation and the contact information for an alternative organization that can assist families in an emergency situation, such as 211, or another organization that provides community resources to comply with Rule 6M-9.3(5)(c), F.A.C. All CCR&R calls must be returned within two (2) business days. Additionally, CCR&R services must be listed on the Contractor's website and one other venue.
5. The Contractor must maintain current contact information on the Family Portal website, and a website detailing CCR&R services and providing links to the CCR&R Florida Office of Early Learning or other similar Government authority, and the Coalition. The Contractor shall have and maintain a public-facing website current with SR and VPK program information in accordance with OEL Program Guidance 600.01 – Child Care Resource and Referral Program Requirements.

All staff must have internet access and the Family Service Coordinator must have an email address. The Family Service Coordinator will provide all staff with up-to-date information on CCR&R services.

6. Enter required information into the most up-to-date CCR&R State Network customer database for all families seeking assistance before generating referrals. When database access is down either temporarily or long-term, provisions must be made for the transfer of families seeking information to other facilities, which can provide the requested information.
7. Provide a minimum of six unbiased (for or against any type of or individual child care provider), computer generated, referrals, based on family circumstances and preferences, unless fewer than six are available, within two (2) business days and in the format (delivery method) requested by the individual. Within two (2) business days, any family receiving a referral must also be provided with an informational packet to include contractor contact and information literature on other child care topics. CCR&R staff will record requests for other information and resources into the Single Statewide Information System (SSIS).
8. Maintain an up-to-date directory of community services and assist families on crisis calls/ situations utilizing 211 where appropriate. Develop and maintain a directory of community resources at a minimum contains parent/consumer education programs, financial assistance programs including the Temporary Assistance for Needy Families (TANF) program, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special supplemental nutrition program for women, infants, and children (WIC), as well as any organization or service a family may qualify for that will support the family's financial independence, assist with developmental concerns and help fill an unmet need.
9. Provide families and employers with information and guidance on subsidy programs and other financial assistance including, but not limited to, public and private employer child care, family child care home, large family child care home, public and private child care, special education programs for children with disabilities, full-time and part-time programs, before- and after-school programs, the VPK Education Program, the SR Program, Head Start and Early Head Start Programs, the federal child care and dependent care tax credit, and other statewide or local community resources.
10. Provide information and resources that assist an individual or family in making informed decisions regarding quality child care. Assist families with identifying summer camp programs and creative child care options or other special arrangements with providers.
11. Collaborate with applicable county agencies to promote awareness of the Coalition's Family Portal.
12. Provide sufficiently oriented and trained CCR&R Family Specialist and Family Service Coordinators for the provision of quality CCR&R services. All staff must complete Level 1 and Level 2 Evaluations in a timely manner. CCR&R Specialists must complete the Level 1 evaluation within four (4) months of employment in the position. CCR&R Coordinators and designated trainers must achieve Coordinator Certification within four (4) months of employment in the position. Contractor must adhere to the OEL CCR&R State Network requirement to send staff to required CCR&R State Network trainings. Designated CCR&R staff shall participate in conference calls, webinar training, regional training, and conferences as funds permit. If an assigned CCR&R representative cannot participate in a conference call or training, that representative must review minutes from the conference call or training, as applicable. Contractor must submit an annual CCR&R Staffing List by the **last business day of August** and within five (5) business days of staffing changes.
13. Maintain a file with up-to-date information on local and state provider laws and regulation changes. Coordinate with Department of Children and Families licensing or local licensing agency for receipt of the latest licensing reports of new and closed child care providers on a quarterly basis. Record provider termination codes in the SSIS using the OEL-approved standard code that best describes and documents the inactivation reason, for example if provider fell below a set quality threshold for Class 1 violations. Meet with licensing staff semi-annually to discuss licensing issues relative to CCR&R.
14. Ensure, on a monthly basis, all legally operating early learning and school-age child care providers in the Coalition's service area are included in the Single Statewide Information Systems

(SSIS) in accordance with Rule 6M-9.300. Child care provider databases will be updated annually. The request for updated information begins January 1 and ends May 31. Any updates made by a provider outside of this time period will have to be certified by the Contractor within fifteen (15) calendar days of being submitted by the provider into the SISS. Information on CCR&R services and other related activities will be given to child care providers quarterly.

15. New providers and potential providers will be sent informational packets to include contractor contact and information literature on child care topics applicable to the provider's situation.
16. The CCR&R organization shall provide technical assistance to existing and potential providers, as requested. Technical assistance may include information and resources regarding: 1. Early learning program types and available services; 2. Health and safety requirements; 3. Available training and professional development opportunities; 4. Effective business practices to help providers maximize their ability to serve children and families; and OEL 600.01 – CHILD CARE RESOURCE AND REFERRAL PROGRAM REQUIREMENTS Page 7 5. Initiating new child care services, including how to access information regarding zoning and local child care ordinances, program and budget development, becoming a licensed provider, and other resources as needed and appropriate to assist the provider.
17. Include the following statement on the website and in information packets:
"There are no charges/fees associated with a provider listing in the Child Care Resource & Referral Database or for referrals to your program. If you are asked to provide a payment for a referral or for a listing in the CCR&R Database, please call Florida Office of Early Learning at 1-866-357-3239. The information reported about a provider's program is objective program information based on standards attainable for providers based on their type of care."
18. The Contractor shall document each request for CCR&R services on the CCR&R Family Intake Form available in the SSIS. The Contractor shall pull monthly the Tableau CCR&R Contacts and Case Notes Report to monitor customer intakes completed by CCR&R staff.
19. Per CCR&R Requirements, report all Child Care Resource and Referral Consumer Complaints to include: the number of complaints received for all counties for each month and year-to-date, as well as the number of resolutions of any reported complaint. This report is due the **21st** of the month following the month being reported on (as part of the Service Provider "Snapshot" Report). Should a complaint be received, a detailed report of the complaint and resolution will accompany the Snapshot report.
20. Provide a minimum of two public awareness and two provider recruitment activities by contract ending date, as well as address community needs in reference to Child Care Resource and Referral.
21. Develop an annual "CCR&R Plan for Family Engagement and Community Outreach" to be submitted to the Coalition/OEL by **the last business day in August of each year**. The report shall be submitted in the format designed annually by OEL.
22. Provide reports in a written format as identified to the appropriate committees, the Coalition, and the State of Florida, to include all standardized CCR&R State Network Reports.
23. Provide requested data to the Coalition for its annual report in a written format as identified by the State of Florida, and by the deadline set by the Coalition to ensure coordination of data and delivery to OEL by **October 1 of the following fiscal/contract year**.
24. Submit to fiscal and programmatic monitoring in the performance of this contract per requirements of the Primary Early Learning Services contract or the CCR&R Program Requirements, per the OEL CCR&R State Network, whichever is applicable.
25. If budget allows, maintain current membership status with Child Care Aware of America.
26. Provide a staff person to serve as the School Age contact and disseminate information, as requested, on training, best practices, and resources to providers of school age children.

D. Fiscal Monitoring: The Coalition will monitor expenditure of funds provided under this Contract by the Contractor through:

1. Monthly desk reviews of Contractor's invoices;
2. Review of the Contractor's annual fiscal report; and
3. An onsite review of the documentation of costs associated with the activities performed under this Contract.

E. Collaboration: The Contractor shall collaborate with the Coalition or its committees on the services planned and delivered under this Contract. Such collaboration will include ongoing communications regarding the activities and progress towards stated goals in the manner agreed upon by the Coalition and the Contractor.

IV. SCOPE OF SERVICES TASKS – Quality Initiative

A. General Statement: The purpose of this Contract is to support initiatives designed to enhance the quality of child care services to children and families through funding from the Child Care Development Fund of the U.S. Department of Health and Human Services.

B. Scope of Services: The Contractor shall implement the Coalition's Plan for Quality Activities and Services plan element consistent with the activities prescribed in s.1002.89(6)(b), F.S. which can be measured by program assessment, professional development, and formative child assessment. The professional development support activities are defined by OEL's approved CCDF State Plan including conducting communities of practice, coaching, technical assistance, and training. Also included are parent trainings and involvement activities (including activities to promote a higher level of family engagement), and strategies to meet the needs of unique populations and local eligibility priorities (which may include supports for creating inclusive environments, supports for serving diverse populations of children, and supports for trauma-informed care and grants to incentivize serving these populations). The Coalition's Plan shall be incorporated by reference herein and made a part of this Contract.

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

C. Major Program Goals: The major program goals for this Contract are defined in the above mentioned Quality Activities and Services section and the Professional Development Plan section of the Coalition Plan.

D. Management of Quality Initiative Services: Funding under this Contract is contingent upon, the Contractor performing services consistent with the Coalition's Plans for Quality Activities and Professional Development. The Coalition will provide comprehensive fiscal and programmatic monitoring of the Contractor's performance under this Contract.

E. Fiscal Monitoring: The Coalition will monitor expenditure of funds provided under this Contract by the Contractor through:

1. Monthly desk reviews of Contractor's invoices;
2. Review of the Contractor's cumulative fiscal reports; and
3. An onsite review of the documentation of costs associated with the activities performed under this Contract.

F. Collaboration: The Contractor shall collaborate with the Coalition on the Quality Initiative activities planned and delivered under this Contract. Such collaboration will include ongoing communications regarding the activities and progress towards stated goals in the manner agreed upon by the Coalition and the Contractor.

The Contractor will administer the **United Way of Northeast Florida's Success by Six** program for the Coalition. This will include partnering with the United Way to suggest potential providers, recruiting program participants and determining their eligibility for the Success by Six program, as well as billing United Way for direct services costs and reimbursing providers for direct services.

G. Deliverables:

Reports - The Contractor shall complete and submit the following reports of Quality Initiative activities.

1. Monthly Expenditure Report / Request for Reimbursement – This report is due within **15** calendar days following the month being reported. The Contractor shall utilize the invoice forms required by OEL and sufficient backup detailing expenditures.
2. Program Activity Reports to include:
 - a) A report of Provider Assessments due the **21st** of the month following the month being reported on (as part of the Service Provider "Snapshot" Report), to include: Provider "CLASS" (Classroom Assessment Scoring System – An observation-based program assessment instrument and associated system that measures teacher – child interactions) assessment scores for all Prekindergarten, Toddler, and Infant classrooms completed during the month, and a separate section for School Readiness Provider Tier 1 and Tier 2 Monitoring. Each Tier section to include: number started during the month, number still pending by the end of the month, number completed during the month, the goal number to have completed by year end, and number of year-to-date completed.
 - b) A monthly summary of Contractor's activities by Quality Initiative Program Identifier to include information such as the number of trainings held, number of participants, technical assistance, etc. (included on the monthly "Service Provider Snapshot Report"). This data should support the objectives and intended outcomes for the program.
 - c) A narrative report, as needed, explaining any barriers with the progress of a Quality Initiative activity, as outlined in the Coalition Plan, as well as proposed solutions.
 - d) An annual Professional Development Plan, due **July 20, 2022**.
 - e) A semiannual report of Quality Purchases Tracking of Program Supplies due by **January 20, 2023** and **July 20, 2023**.

H. Method of Payment: The Coalition shall pay the Contractor for the delivery of service, as provided in its primary services contract, an amount included in the total amount of the Primary Early Learning Services Contract.

I. Definitions:

Quality Initiative – A model training and technical assistance system of OEL, and coordinated by the Contractor, designed to support the continuous improvement of Coalitions and their School Readiness programs as the Coalitions work to provide high quality and effective services to children and families.

Coalition - The local early learning coalition(s) created pursuant to Sections 1002.83, Florida Statutes, and responsible for early learning/School Readiness programs in the geographic region served.

Coalition Plan – OEL approved Early Learning Coalition Plan for the Early Learning Coalition of North Florida.

Quality Initiative Program Identifier - The component title of a Quality Initiative activity detailed in the Coalition Plan whereby funds are expended to support quality expansion or improvement activities within the geographic service area of a Coalition.

Service Delivery Area – The geographic area in which the Contractor will provide services under this Contract. For the purposes of this Contract, the Service Delivery Area is comprised of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties.

V. SCOPE OF SERVICES - Inclusion Services

A. General Statement: The purpose of this Contract is to coordinate the statewide effort on Inclusion, for the service delivery area of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, FL.

B. Scope of Services: The Contractor shall agree to provide services, per OEL CCR&R Program Requirements, as follows:

1. To provide information, training, and technical assistance to local child care providers on the inclusion of children with disabilities and special needs. These services should include, at a minimum, a process for: identifying potential needs, gathering information that could further identify evaluation needs and provision of supports and/or referrals such as creating access to multiple screening tools, identifying a multidisciplinary team (parents, providers, CCR&R Specialists, Inclusion Specialists) to plan for any identified needs and follow up, if needed, and referrals.
2. To develop collaborative methodologies with public and private community agencies and groups to expand the support of inclusion services. To collaborate with CCR&R staff to provide family supports that meet the needs of families of children with special needs, which may include: providing relevant resources to families, offering technical assistance about policies and procedures regarding the Individual with Disabilities Education Act and Americans with Disabilities Act and/or referring families to other community partners, offering information that empowers parents to become partners in their child's learning.
3. To submit any data or reports necessary for the administration of the Inclusion/Warm-Line program according to the requirements established by OEL. The Contractor shall submit data necessary for ad-hoc reports upon request. All reports shall conform to the timeline, content, format, and standard codes specified by OEL.
4. To designate and provide an Inclusion/Warm-Line staff person who is responsible for completing the Inclusion/Warm-Line activities and reporting requirements. Inclusion/Warm-Line staff shall participate in conference calls, webinars, regional trainings, and conferences as funds permit.

C. Methodology: The Contractor will perform the above Scope of Services by performing the following tasks:

1. Participates in the Statewide Inclusion Initiative.
2. Operates a local or toll-free "Warm Line" for providers to access information, training, and technical assistance on the inclusion of children with disabilities and special health care needs. The "warm Line" will operate 24 hours a day, 365 days a year. Whenever providers direct themselves to voicemail, a message identifying the Inclusion Contractor, services provided, and an option to leave a message for staff is available.
3. The Contractor must maintain a website detailing Inclusion services and providing links to the Statewide Inclusion Initiative, OEL or other similar Government authority, and the Coalition.
4. Provide sufficiently oriented and trained Inclusion personnel for the provision of quality Inclusion services. Contractor must send all staff to required Inclusion trainings.
5. Provide monthly data on Inclusion services in a written format as identified to the appropriate committees or the Coalition as part of the monthly Service Provider Snapshot Report. Maintain documentation for requests for Inclusion Warm-Line services and request for services responses. These include phone records, emails, office visit sign-in logs, completed surveys and assessments, follow-up assistance case notes, and accurately completed personnel activity reports.
6. Provide Quarterly Reports in a written format as identified to the appropriate committees, the Coalition, and the state of Florida, to include all standardized CCR&R State Network Reports, such as the "Inclusion Activity Log", the "Inclusion Narrative Report", by **June 30, 2023**. The

Contractor shall submit data, reports and staff evaluations for Inclusion Warm-Line services administration as OEL requires. The data and reports will conform to the timeline, content, format and standard codes OEL specifies and shall include trainings facilitated, screenings completed, and any other relevant information used for making targeted technical assistance.

7. Submit to fiscal and programmatic monitoring in the performance of this contract per requirements of the Primary Early Learning Services contract or the CCR&R Program Requirements, per OEL, whichever is applicable.
8. If budget allows, maintain current membership status with Child Care Aware of America.

D. Fiscal Monitoring: The Coalition will monitor expenditure of funds provided under this Contract by the Contractor through:

1. Monthly desk reviews of Contractor's invoices;
2. Review of the Contractor's annual fiscal report; and
3. An onsite review of the documentation of costs associated with the activities performed under this Contract.

E. Collaboration: The Contractor shall collaborate with the Coalition and/or its committees on the services planned and delivered under this Contract. Such collaboration will include ongoing communications regarding the activities and progress towards stated goals in the manner agreed upon by the Coalition and the Contractor.

VI. METHODOLOGY

The Contractor will be responsible for the provision of services as outlined in Scope of Service Tasks sections of this contract. The Contractor will staff their offices at a location in each county and any outlying offices as stated in the Contractor's response to the RFP as required to fulfill the scope of services, herein after known as the worksite address. Staff will receive the support and assistance of the Contractor's directors, and other administrative support. The location of the main community child care coordinating agency office, satellite offices, and out posted staff location shall be approved by the Coalition and shall be related to the needs of the clients served under this contract. If the contractor changes location of offices, the Coalition must be notified in writing thirty (30) calendar days prior to relocation.

The Contractor:

1. Shall supervise the activities conducted by its staff.
2. Shall maintain sufficient staff and ensure qualifications of staff match those presented in the contractor's response to the Request for Proposal and the current contract. Changes, deletions, and corrections shall be submitted in conjunction with the current contract and any renewal contracts.
3. Shall submit a quarterly "Staffing Allocation Report" by **July 20, 2022; October 20, 2022; January 20, 2023; and April 20, 2023;** and an email notification **within 30 calendar days of changes** in management staff positions funded by the contract, changes in contractor organization, and substantial transfer of duties within existing position descriptions. In addition, the Contractor will notify the Coalition **within five (5) business days** of any change in key personnel positions. Key personnel positions include the C.E.O., Director of Program Operations or the Finance Officer. The Staffing Allocation Report will be ran (by Contractor staff) the first pay period of each quarter in which the following dates would be included; **July 1, October 1, January 1, and April 1** of each year. The report will also list the exact beginning and ending dates of the pay period represented.
4. Shall ensure both paid and volunteer staff who, as part of their duties and responsibilities, have contact with children 10 hours per month or more, must submit to a local and state criminal records check and be cleared before working in a child care setting in accordance with s. 435.03 and 435.04, F.S. as applicable. The Contractor shall arrange and pay the costs for all background screenings. Please see further requirements regarding **background**

- screenings** in item **#12 – 17 below**. Contractor shall have written policies that include the requirements detailed in the most recent OEL grant agreement and/or policies.
5. Shall maintain ongoing communication with the Director of the CareerSource One Stop Centers to maintain an offering of services to the CareerSource clients in each County for the benefit of all families in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties. Staffing levels must include on-site staff for the One Stop Center (if applicable) and, in addition, have staff available by phone, computer or other electronic means.
 6. Shall maintain open offices Monday through Friday, excluding Contractor holidays per **Attachment 8**, from 8:00 a.m. to 5:00 p.m. in the building in which the office is located. Contractor will notify the Coalition in writing if these conditions change, and alternative hours of service delivery shall be negotiated and approved by the Coalition.
 7. Shall ensure all non-expendable property (as identified in 45 CFR Part 74, Section 1002.84(11), F. S., Chapter 274, F. S., Rule 69I-73 FAC, and OEL Fiscal Guidance 240.02) is properly cared for, inventoried, and accounted for, on behalf of the Coalition, and per Coalition policies and procedures. Title and ownership to all non-expendable property acquired with funds from this contract and past Coalition contracts shall be vested in the Coalition upon completion or termination of the contract, unless otherwise authorized in writing by the Coalition. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral. At no time shall the contractor dispose of non-expendable property purchased under this contract except with the permission of, and in accordance with instructions from the Coalition. The contractor shall notify the coalition, in writing, immediately upon discovery, of any equipment loss with the dates and reasons for loss.
 8. Shall satisfy all provisions and reporting requirements for Quality Initiative Services as specified in and incorporated into this contract.
 9. Shall satisfy all provisions and reporting requirements for CCR&R Services as specified in and incorporated into this contract.
 10. Shall satisfy all provisions and reporting requirements for Inclusion Services as specified in and incorporated into this contract.
 11. Shall be responsible for and cooperative in incorporating OEL policies, information memorandums, rulings/rules, and procedures upon receipt from the Coalition and/or OEL or other Governmental agency as requested.
 12. As a "Qualified Entity," shall register with F.D.L.E. and have all of its employees assigned to work on this contract screened in a manner consistent with Section 943.0542 F. S.
 13. Shall submit to the Coalition by **July 10, October 10, January 10, and April 10 of each contract year** a letter of verification listing all personnel assigned to work on this contract and confirming they have:
 - a. passed the level 2 background screening standards as set for in s. 435.04, F.S., (including most current screening results date and date employee allocated/assigned to this contract)
 - b. the highest level of education claimed if required by the position,
 - c. all applicable professional licenses claimed, if required by the position,
 - d. applicable employment history, if required by the position, and
 - e. the Contractor has all of this documentation of verifications available upon request.
 14. Shall be sure each employee's existing level 2 background screening:
 - a. is no more than five (5) years old,
 - b. is renewed on or before the anniversary date of the initial background screening check and every five (5) years thereafter, if the individual continues to perform under this contract,
 - c. is redone/renewed if there is a ninety (90) calendar day lapse in employment under this contract, and rescreening must be completed before assigning the employee to any work under this contract.
 15. Shall require for each employee assigned to this contract to notify the Coalition within 48 hours of being arrested or removed from working on the contract for any criminal offense. The Contractor (and Coalition) shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a Level 2 screening, and if so remove the employee from work on the contract. If the 48-hour period

- falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day. The Contractor will ensure the employee will not return to work (assigned to this contract) until cleared of all charges that would exclude the employee under a level 2 background screening.
16. Shall ensure for any volunteers who interact with children on an intermittent basis for less than 10 hours per month, they are not required to be background screened as long as a person who meets the background screening requirements of this agreement is always present and has the volunteer in his or her line of sight.
 17. Shall ensure for any contractor or subcontractor who does not meet the definition of "Qualified Entity" and who will perform duties under this contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or his family is not required to submit its employees to a background screening.

VII. METHOD OF PAYMENT

This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a **total dollar amount** up to and not to exceed \$_____. This funding is inclusive of the annual OEL School Readiness Grant Award which does not include local match funds, and is **based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly.** Up to and no more than \$_____ may be allocated to administrative expenditures. Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.

The Coalition shall pay the contractor on the basis of thirteen (13) invoices, the invoices being submitted to the Coalition no later than **15** calendar days following the end of the report period. Payment shall be made only for those expenditures incurred in the provision of eligible services to eligible children. All monthly payment requests shall be based on actual expenditure reports submitted to the Coalition beginning with the first month of this contract. The Coalition is not obligated to pay for costs incurred related to this contract prior to this contract's begin date or after the end date. Any balance of unobligated funds which has been advanced or paid to the Contractor must be refunded to the Coalition. Any funds paid in excess of the amount to which the Contractor is entitled under the terms and conditions of this agreement must be refunded to the Coalition. Expenditures will be itemized monthly in the format as approved by the Coalition, as required by the State of Florida. All expenditures submitted for reimbursement shall be reconciled to the Contractor's accounting system and supportive detail for all expenditures shall be maintained. Supportive detail shall include an audit trail linking all reimbursement transactions to the Contractor's general ledger and shall be identified by appropriate program and OCA. The Coalition may monitor this agreement by validating invoices in relationship to services provided and reviewing records and contracts related to those invoices.

The Coalition will disperse a payment for School Readiness invoices within two (2) business days prior to provider payment deadline (20th of the month following the end of the report period) except as provided under law or contract, or unless funds are not available; in which case funds will be dispersed to the Contractor as soon as funds are available.

The Coalition will review the invoice and notify the contractor within three (3) business days if there are any errors or corrections needed. Any unforeseen payment issues will be discussed by parties' Finance Managers in order to ensure providers are paid in a timely and effective manner.

Restriction of Expenditures: The Contractor agrees to submit reimbursement request invoices in accordance with the requirements of OEL Program Guidance 240.06 – Reimbursement Requests, 240.05 – Prior Approval, and 240.04 – School Readiness Funds Management, section 215.422, F.S., and F.A.C. rule 69I-40.002 (1) and in accordance with what is deemed allowable expenses per the Reference Guide for State Expenditures, as administered by Florida Department of Financial Services (DFS). When submitting reimbursement request invoices, the Contractor agrees to adhere to F.A.C. rule 69I-40.103 (restriction of expenditures), sections 110.1245(3), (4), (5), and section 110.503, F.S. (awards for

employees and volunteer/board member recognition), section 216.345, F.S. (membership dues and licensing fees), and OMB 2 CFR § 200 Uniform Administrative Requirements. Contractor also agrees to comply with all OEL Program Guidance as listed in the Grant Agreement.

Funding Sources: General Appropriations Act, Specific Appropriations 84, 86, and 89, provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue, Welfare Transition Trust Fund, and Federal Grants Trust Fund for the programs described in this agreement.

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, desk plaques, etc.).
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.

Prohibited Food and Food-related Costs

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

Travel and Entertainment

In addition, the Contractor agrees entertainment costs are unallowable and all travel must be pre-approved by another Board Member or the Contractor's Board of Directors (for agency head and board members) and by the Contractor's agency head, or designee, (for all employees) prior to travel taking place. ALL TRAVEL is defined as in-state local, in-state overnight, and all out-of-state travel. And, such costs shall be reimbursed at the standard travel reimbursement rates established in section 112.061, F.S. and per the regulations of OEL Program Guidance 240.10 – Travel and DFS-approved travel forms of the Florida Department of Financial Services and Florida Department of Education. In addition, all out-of-state travel must be pre-approved by another Board Member or the Contractor's Board of Directors prior to travel taking place using prior authorization forms.

Allowable Costs

In accounting for and expending contract funds, the Contractor may only charge expenditures to the contract/grant if they are – (a) in payment of obligations incurred during the approved contract/grant period, (b) in conformance with the approved program services, (c) in compliance with all applicable statutes and regulatory provisions, (d) costs allocable to a particular cost objective, (e) spent only for reasonable and necessary costs of the program and (f) not used for general expenses required to carry out **other** responsibilities of the Contractor.

The Contractor agrees to expend no less than **85%** of the proposed 97INT funds on Infant and Toddler initiatives.

The Contractor, with prior permission from the Coalition, may realign the excess funds from child care service cost centers into the quality cost centers (for example, OCA 97Q00) for use by the Coalition.

With prior permission from the Coalition, the Contractor may transfer budgeted dollar amounts between different funding categories (specified and approved) to ensure adequate funding for services. The Coalition will not approve any funding transfer requests that would result in percentage requirements or earmarked OCA's not meeting grant-funding requirements.

The Coalition agrees to provide support and cooperation in all aspects of the operation of its early learning programs and services. The budget submitted by the Contractor and approved by the Coalition during negotiation of the contract shall be maintained in the contract file of the Coalition for and monitoring purposes.

VIII. SAFEGUARDING INFORMATION, DATA, AND REPORTING SYSTEMS

The Contractor agrees to abide by all state and federal regulations with respect to confidentiality of recipient information and to adhere to all applicable requirements and restrictions of the Federal Privacy Act of 1974.

The Contractor will:

1. Use and maintain the single statewide information system OEL established for managing the Wait List, tracking children's progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK Programs, tracking child attendance and streamlining provider administrative processes. Contractor will also establish a system administrator/IT security officer who shall be responsible for implementing the confidentiality provisions and securing the integrity of the data. It is strongly recommended the system administrator and IT security officer be one in the same. Responsibilities include ensuring the appropriate OEL-issued data confidentiality forms are properly executed for both internal and external users of any data system associated with the School Readiness and VPK program. In addition, the Contractor will designate at least one staff person as the Wait List system administrator. The Contractor will ensure user accounts are managed at the local level and are held only by current staff members.
2. Adequately train staff in non-disclosure, per OEL Records Confidentiality Policy Number 1.02. Only staff properly trained will have access to the system (or OEL staff and qualified monitors).
3. Demonstrate due diligence in safeguarding its information resources pursuant to the Computer-Related Crimes Act, Chapter 815, F.S. The Contractor, including its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any 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.
4. Strictly adhere to guidelines from OEL on maintaining a secure and accurate database. Ensure the most current release of each component of OEL Single Statewide Information System is fully implemented within thirty (30) calendar days of the release of any system changes, to record, maintain and report on early learning programs and services. Comply with all OEL standard codes definitions for all programs.
5. Shall provide OEL permanent access to any server the Contractor uses to locally host the statewide information system to meet data reporting requirements and access to information the Contractor maintains.
6. Comply with data correction requests or data cleansing activities as directed by OEL. Communicate any problems that arise during the use of the Single Statewide Information System, including enhancement requests, to OEL Single Statewide Information System design and maintenance contractor.
7. Communicate any changes made to the Contractor's software or hardware which may adversely affect the Coalition's ability to access information including, but not limited to changing the Internet Protocol (IP) address, telephone numbers, address or web address, changing the password, and configuring a firewall on the network. Any change must be communicated in

writing to service.desk@oel.myflorida.com no less than 72 hours prior to the implementation of the change.

8. Participate in the SSIS Modernization Project Update conference calls, and maintain documentation (either printed copy or electronic files) to verify this participation (in person or by reviewing the minutes). This documentation must be available for review upon request.
9. Submit a "Policy and Internal Monitoring Plan" due no later than **August 15 of the first contract year** to ensure the accuracy of data, and subsequent changes to the policy will be submitted to the Coalition immediately.
10. Ensure the Contractor's Information Systems Security policies and procedures will contain criteria and standards as set forth in OEL Policy 5.02, Information Systems Security Program Policy, section III.C., reflecting at a minimum: 4. security training and awareness, 10. contingency planning, 12. identification and authentication, 14. antivirus, 16. personnel security, 22. mobile computing, 25. remote access, 30. database security, 31. media management, and 32. password management.
11. The Contractor shall develop and implement Protocol 11, access control, except in lieu of executing a data security agreement, the Contractor shall complete OEL Memorandum of Understanding and data security agreement as provided. The Contractor will maintain the completed data security agreement forms, and ensure the form is completed within seven (7) calendar days of the first day an employee has access to the data systems.
12. Participate in routine Single Statewide Information System data security reviews to ensure compliance with OEL Policy 5.02. The Contractor may participate in information security related training offered by OEL to satisfy the requirements of Policy 5.02, section III. C., protocol 4. Security Training and Awareness.
13. Ensure all confidential information is protected and shall use a secure method for the electronic submission for all sensitive or confidential information. Any information security related breaches shall be reported in accordance with section 817.5681, Florida Statutes.
14. Comply with all standard codes and definitions for all Early Learning programs contained in the most current version of OEL's Standard Codes documents.
15. Comply with any data analysis, definitions, and standardization activities required by OEL.
16. Shall verify and document, on a monthly basis, in OEL's statewide information system it includes all legally-operating early learning providers within the Coalition's service area. OEL shall verify compliance with this requirement in two ways. First, OEL will compare data input into OEL's statewide information system to the data in the state or local licensing database. In the case of discrepancies between the databases, second, OEL will review notes the Contractor made in the statewide information system or a survey a provider submitted regarding reasons for the discrepancy. If the Contractor can provide justification for the discrepancy, the ELC/Contractor is in compliance with this requirement.
17. Shall verify and document, on a monthly basis, the Contractor reconciled its financial records for child care provider payments between the Contractor's accounting system and the statewide information system. The Contractor shall reconcile within 60 days in arrears from the close of each monthly reporting period.
18. Agrees by entering into this agreement, the Contractor will, whenever practicable, collect, transmit and store contract, program and project-related information in open and machine readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, Methods for collection, transmission and storage of information.

IX. INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor agrees to act in the capacity of an independent contractor, not as an employee of the Coalition. The Contractor, its officers, agents, employees, and subcontractors shall not represent to others it has the authority to bind the Coalition unless specifically authorized in writing by the Coalition.

The Contractor shall be responsible for all applicable deductions for social security, withholding taxes, income taxes, contributions to Reemployment Assistance funds, and all necessary insurance for their employees, and adhere to all applicable rules, laws, and regulations therein.

X. COMPLIANCE AND FINANCIAL CONSEQUENCES

Compliance:

The Contractor shall comply with the requirements of all federal laws, state laws, local codes, and ordinances pertaining to this Agreement, and in particular, comply with all of the laws, rules and regulations governing the use of the funds it is managing on behalf of the Coalition.

Financial Consequences:

The Contractor shall ensure 100% of the deliverables identified in "Scope of Contract" are performed pursuant to agreement requirements, and as described in all "Scope(s) of Service Tasks", "Scope(s) of Services", "Deliverables", and "Reports". If no agreement requirements are specified, all services identified herein may be rejected or accepted by the Coalition as determined in the Coalition's sole discretion. Failure to correctly, completely, or adequately perform these major deliverables will trigger a financial consequence and the following actions will occur:

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

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

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

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

In the event the Contractor does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, the Coalition shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day each deficiency is not corrected.

Force Majeure:

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

However, in the event of delay from the foregoing causes, the Coalition or the Contractor shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the Coalition or the Contractor's performance obligation under the agreement.

If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost to either the Coalition or the Contractor under the agreement. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Coalition and describe the cause of the delay or potential delay in writing within ten (10) calendar days after the cause that creates or will create the delay.

The foregoing shall be the Contractor's sole remedy or excuse regarding the delay. The Contractor must provide notice in strict compliance with this section to receive the remedy. The Coalition, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of the Coalition's decision in writing. The Contractor shall not assert a claim for damages, other than for an extension of time, against the Coalition. The Contractor is not entitled to an increase in the agreement price or payment of any kind from the Coalition 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 Contractor shall perform at no increased cost, unless the Coalition determines, in its sole discretion, the delay will significantly impair the agreement's value to the Coalition, OEL or the state. In which case, the Coalition may take any or all of the following actions:

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

XI. ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as limitation on such other rights and remedies available to the parties under the laws that may now or in the future be applicable. The Contractor certifies it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with the Department of Labor regulations at 29 CFR 98.

XII. SEVERABILITY

If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

XIII. MONITORING

Monitoring of the performance factors as outlined in Scope of Service Tasks sections of this contract, the Coalition plan, compliance with state, federal, and OEL regulations will be done at least quarterly. These activities may include, but are not limited to regular contact with sub-recipients, desk reviews, and site visits. If as a result of the monitoring, the services provided are deemed to be unsatisfactory, monitoring then will be done on a monthly basis until satisfaction is obtained. If satisfaction is not obtained after sixty (60) calendar days, Contractor can be terminated within thirty (30) calendar days with written notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

If, as a result of submission of the Contractor Expenditure Report, the Coalition determines services are not being provided to the Coalition as indicated by financial spending itemizations, the Coalition has the right to request the Contractor realign their expenditures to reflect accurate accounts for their activities and performance.

XIV. PERFORMANCE

Contractor will participate in the Executive/Administrative Committee meetings and Coalition Board meetings, as scheduled, to report service activities, enrollment data, and to discuss slot, financial, and administrative issues.

If the Contractor is unable to meet their service tasks due to non-performance of another contract service provider, and is unable to negotiate a resolution with the other provider, the Contractor may file a "Non-Performance Notification". The "Non-Performance Notification" will be filed with the Executive/Administrative Committee. The Committee will review the notification and seek a negotiated resolution with the two parties. If the Committee is unable to negotiate a resolution, the Committee Chair will present the "Non Performance Notification", along with the Committee recommendation, to the Coalition Board.

The Coalition Board will make final determination of "Non Performance". Notice of "Non-Performance", shall be provided by written notice to the Contractor. The contract shall be terminated per **Attachment 2**, Section II. B Termination, of the contract. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event of contract termination due to non-performance, the performance bond shall be forfeited in an Event of Default, or if a letter of credit is furnished, the Coalition shall be authorized to draw on the Letter of Credit in an Event of Default, to the extent that a default has caused actual damages. Should the Coalition allow reserve funding for an established Contractor, the reserve funding shall have equivalent requirements and limitations as that of a performance bond or letter of credit. An Event of Default shall mean the failure of Contractor to perform any of the material undertakings set forth in this CONTRACT, which failure is not cured within thirty (30) calendar days after written notice thereof by the Coalition specifying such failure, or within such other reasonable time period agreed to by both parties. In no event shall an Event of Default occur for any failure of performance by Contractor if such failure of performance is caused by or is the result of causes beyond the reasonable control of Contractor due to any occurrence commonly known as force majeure, including but not limited to acts of God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war. In the case of a force majeure delay, the Contractor shall notify the Coalition in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay. (Refer to Contract **Attachment 2**, Section I Contractor Assurances, GG. Performance Bond, for specific process details.)

XV. WAIVER

A waiver of any performance or breach by any one of the parties to this Agreement shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any subsequent default of any of the same terms, covenants, and conditions of this Agreement. The payment or acceptance of funds for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XVI. COSTS

Either party will be entitled to recover all costs and attorneys' fees incurred due to any breach of this Agreement by the other party, including but not limited to costs and attorneys' fees associated with administrative hearings, court proceedings, and appellate proceedings.

XVII. SURVIVABILITY

Any term, condition, covenant, or obligation, which requires performance by either party subsequent to termination of this Agreement, will remain enforceable against such party subsequent to such termination.

XVIII. INSURANCE

The Contractor shall provide continuous adequate comprehensive and liability insurances, including, but not limited to, Comprehensive Commercial General Liability, Commercial Umbrella Liability, Professional Liability/Errors and Omissions, Directors and Officers, Employee Dishonesty Insurance/Bonding, Workers

Compensation, Motor Vehicle (if applicable), Casualty Loss/Equipment, and Network Security/Privacy Liability Insurance, during the existence of this contract and any renewal(s) and extension(s) of it. The Contractor will have and continuously maintain all other types of insurance as required by law. By execution of this contract, unless it is a State agency or subdivision as defined by subsection 768.28, F.S., the Contractor accepts full responsibility for securing adequate insurance as outlined in section K of Contractor Assurances, to provide reasonable financial protections for the Contractor, Coalition, and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the Coalition with written verification supporting both the determination and existence of such insurance coverage. In accordance with 2 CFR 200.310, Insurance Coverage, the Contractor shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Coalition reserves the right to require additional insurance as specified in this contract.

Each policy shall provide that the Coalition is listed as additional insured parties as to the actions of the Contractor, its employees, agents, assignees, and subcontractors, performing or providing materials and/or services to the Coalition during the performance of this Agreement. Every insurance policy must provide the Coalition with a thirty (30) calendar day prior written notice of intent not to renew, or reduction in the policy coverage. In the event any of the coverage described above is canceled by the insurer for any reason, the Contractor shall immediately notify the Coalition of such cancellation and shall obtain replacement coverage acceptable to the Coalition and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. Proof of insurance - All insurance policies shall be with insurers qualified and doing business in Florida. The Coalition shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance. If Florida laws or statutes are contradictory with the provisions of this section or applicable sections contained herein, then the applicable Florida laws shall prevail.

XIX. CONTRACT IN ITS ENTIRETY

This writing including all Attachments and Exhibits for a total of **99 pages** embodies the entire Agreement and Understanding between the parties and there are no other Agreements and/or Understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. Without invalidating the Agreement, the Coalition reserves the right to, at any time or from time to time, enter into Modification Agreements. All additions, deletions, or revisions in the service shall be valid and enforceable only when evidenced by a written modification approved and executed by the Coalition and the Contractor. Similarly, no contract amendments which purports to affect the terms of this Agreement will be valid as it affects this Agreement, unless in writing and executed by the Coalition and the Contractor, unless otherwise authorized herein.

XX. CERTIFICATIONS (All documents to be submitted to the Coalition at contract signing)

Evidences Required:

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

Attestations/Certifications Required (in order of location in contract):

- Clean Air and Water Acts [**page 2, item "a")**]
- Equal Employment Opportunity (E.E.O.) [**Page 3, item "d")**]
- Energy Efficiency [**Page 3, item "h")**]

- United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 [**Page 4, item "n"**]
- Trafficking Victims Protection Act of 2000 [**Page 4, item "o"**]
- Certification Regarding Environmental Tobacco Smoke-The Pro-Children Act of 2001 [**Page 4, item "p"**]
- DUNS number – Data Universal Numbering System (**Page 5, item "s"**)
- System for Award Management (SAM) (**Page 5, item "s"**)
- Certification Regarding Lobbying (**Attachment 3**)
- Debarment and Suspension Certification (**Attachment 4**)
- Drug Free Workplace Certification (**Attachment 5**)
- Annual Internal Control Certification Form (**Attachment 13**)
- Certification of Filing and Payment of Federal Taxes (**Attachment 14**)
- Assurances – Non-Construction Program (Non-Discrimination, Davis Bacon Act, Environmental Standards Statements) (**Attachment 15, A**)
- Certification Regarding Convicted Vendor List and Discriminatory Vendor List (**Attachment 15, B**)
- Unauthorized Aliens Statement (**Attachment 15, C**)
- Facility Accessibility Evaluation (**Attachment 15, D**)
- Certification Regarding Separation of VPK and SR Program Funds (**Attachment 15, E**)
- Audit Requirements (**Attachment 15, F**)
- Certification Regarding Immigration Status (**Attachment 15, G**)
- Certification Regarding Standards of Conduct (**Attachment 15, H**)
- Certification Regarding ACORN (**Attachment 15, I**)
- The Transparency Act (**Attachment 15, J**)
- Scrutinized Companies List (**Attachment 15, K**)
- Certification Regarding Subrecipient Monitoring (**Attachment 15, L**)
- Assurance for Proper Expenditure Reporting (**Attachment 15, M**)
- CCDF Salary Cap Annual Testing Requirements (**Attachment 15, N**)
- Certification regarding Non-profit Organization Status as a Non-major Corporation (**Attachment 15, O**)
- Certification of Cost Allocation Plan or Indirect Cost Rate Proposal (**Attachment 15, P**)
- Procurement of Recovered Materials (**Attachment 15, Q**)
- Assurances - Construction Programs, if applicable (**Attachment 15, R**)
- Other Miscellaneous/General Disclosures (**Attachment 15, S**)
- Conflicts of Interest (**Attachment 15, T**)
- Procurements and other Purchases (**Attachment 15, U**)
- Property (**Attachment 15, V**)
- Purchase of American-Made Equipment and Products (**Attachment 15, W**)
- Reporting of Matters Related to Recipient Integrity and Performance (**Attachment 15, X**)
- Compensation Report Requirements (**Attachment 15, Y**)

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XXI. Execution

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

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

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

Signature

Date

Printed or Typed Name, and Title

ATTESTED BY: _____
Signature

Date

Printed or Typed Name, and Title

(CONTRACTOR NAME HERE)

Signature

Date

Printed or Typed Name, and Title

ATTESTED BY: _____
Signature

Date

Printed or Typed Name, and Title

Attachment 1

VOLUNTARY PREKINDERGARTEN CONTRACT

PURPOSE

The Early Learning Coalition of North Florida, hereinafter referred to as the "Coalition", and **(CONTRACTOR NAME HERE)** hereinafter referred to as the "Contractor", enter into this mutual Contract, including all attachments and exhibits referenced to herein, for the period commencing **July 1, 2022** and extending through **June 30, 2023**.

I. THE CONTRACTOR AGREES:

A. Services to be Provided

The Contractor agrees to deliver services in accordance with Exhibit A, Voluntary Prekindergarten Education Program General Conditions and in accordance with recognized best practices, as determined by the Coalition, in service areas stated in the General Conditions of the Contract listed in Exhibit A.

II. THE COALITION AGREES:

A. Contract Dates

This contract shall begin on **July 1, 2022** or the date, on which both parties have signed the contract, whichever is later, and shall end on **June 30, 2023**. The Coalition shall not be obligated to pay for costs incurred related to this contract prior to its beginning date or after its ending date.

B. Contract Amount & Availability of Funding

This is a cost-reimbursement contract. The Coalition shall pay the Contractor for the delivery of service provided in accordance with the terms of this contract for a **total dollar amount** up to and not to exceed \$_____ (less the Coalition's administrative costs portion) which shall be paid by the Coalition for the provision of services as set forth by this contract. Of this amount, no more than **3.6%** of the slot total (or **90%** of the **4%** administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. In addition, this contract amount for Voluntary Prekindergarten services shall be further increased by an amount not to exceed \$_____ for outreach and awareness and provider monitoring services supported by a supplemental Voluntary Prekindergarten Outreach and Awareness and Monitoring Initiative (OAMI) grant obtained by the Coalition for these purposes. The Coalition's obligation to pay under this Contract is contingent upon annual appropriation by the State of Florida Legislature. The Coalition shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this project. If such funds are not appropriated or available for the contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

C. Contract Payment

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

III. THE COALITION AND THE CONTRACTOR AGREE:

A. TERMS AND CONDITIONS

This Contract constitutes the only agreement, and supersedes all prior contracts and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Attachments hereto are a material part of this Contract and are incorporated by reference. This Contract, including

any Attachments and Exhibits hereto, may not be amended or modified, except in writing signed by all parties to this Contract.

B. RE-NEGOTIATION OR MODIFICATION

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

C. SEVERABILITY

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

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

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

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

(CONTRACTOR NAME HERE)

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

LIST OF EXHIBITS:

EXHIBIT A Voluntary Prekindergarten Program (VPK) – General Conditions

Exhibit A
VOLUNTARY PREKINDERGARTEN PROGRAM (VPK)
GENERAL CONDITIONS

I. SCOPE OF SERVICES

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

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

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

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

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

II. CLIENTS TO BE SERVED

The Voluntary Prekindergarten Program is a free educational program that prepares age-eligible children for success in kindergarten and beyond. To be eligible, children must live in Florida and be 4-years-old on or before **Sept 1** of the program year. Parents whose children are born from **February 2** through **September 1** of a calendar year may choose to enroll their child in VPK either that year or the year their child turns five (5). The program helps children develop skills and knowledge consistent with the performance standards adopted for use in VPK. Children who are participating in the Gardiner Scholarship Program (formerly the Florida Personal Learning Scholarship Account (PLSA) program) are not eligible to participate in VPK. VPK Specialized Instructional Services (SIS) is offered for children with individual educational plans (IEPs). The Contractor will ensure parents can access services by using the Family Portal, telephone, internet, email, as well as walk-ins for scheduling and informational purposes only. The Contractor will assist clients with the children's eligibilities using the Family Portal/SPE to obtain proof of residency and age based on the guidelines established in the Florida Statutes 1002.51 through 1002.79 and Florida Office of Early Learning for enrollment as funding allows.

III. MANNER OF SERVICE PROVISION

A. Payment & Fiscal-Administrative Services Implementation & Management

- 1) Rates paid to Providers may not exceed the rates established by OEL, based on the allocation formula methodology established legislatively and approved by OEL.
- 2) The Contractor shall make advance payments to Providers in accordance with OEL guidance. The Contractor shall reconcile Provider monthly advance payments and ensure receipt of parent attendance documentation as identified by OEL to ensure accurate payment of Provider invoices.
- 3) The Contractor shall conduct, as part of the VPK program monitoring, an audit of Provider attendance sheets and/or monthly parent certification forms to verify child attendance and accurate payment of Provider advance payments and reconciliations.
- 4) The Contractor shall establish a five (5) year records retention requirement for sign-in and sign-out records for all VPK services. The Contractor may not alter or amend attendance records after December 31 of the subsequent fiscal year.
- 5) If funding permits, the Contractor will provide one-on-one and/or group technical assistance to VPK Providers regarding all aspects of administrative, programmatic, and payment functions of implementing VPK services.

B. Program Implementation & Management

- 1) The Contractor shall offer VPK services in the following care settings per Florida Statutes 1002.51 through 1002.79:

Care Setting	Certificate
Licensed Child Care Center	x
Licensed Family Child Care Home	x
Faith Based Child Care Center	x
Exempt, School Operated Programs	x

- 2) The Contractor will oversee proper implementation of mandated program components, pursuant to Section 402.25, F.S., and Florida Statutes 1002.51 through 1002.79 and provide technical assistance as needed to VPK Providers to ensure proper program implementation if funding is available. All VPK Provider settings with VPK funded children are required to provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children.
- 3) The Contractor may develop a supplemental VPK Program Evaluation Form, based on legislative requirements.
- 4) The Contractor will be responsible for coordinating all VPK Provider agreement related activities.
- 5) The Contractor will be responsible for coordinating all VPK payments to Providers.
- 6) The Contractor shall work closely with the Coalition's C.E.O. in the implementation of VPK provider strategies, as determined.
- 7) The Contractor shall submit intermittent ad-hoc reports, through an interviewing process, that reflects the outcomes and measures of the approved Coalition Plan.
- 8) The Contractor shall maintain accurate and current client information and records for all children enrolled in the VPK program. The Contractor shall maintain all Provider and client files for a period of five (5) years.

- 9) The Contractor will provide post attendance audits of all Providers in the manner prescribed by the Coalition to help ensure VPK services, which have been authorized and for which payment has been made, were actually performed if such services are an allowed cost by OEL and funded accordingly. As a component of the post attendance Provider audit, a random sample, to be determined, of VPK Provider parent certifications shall be validated for authenticity. The Contractor must be within a 5% error rate when processing monthly attendance sheet/parent certification computations.
- 10) The Contractor shall maintain and update statistical data required legislatively for all Provider settings receiving VPK funds. This may include documenting the declaration of developmentally appropriate curriculum, monitoring results, and number and credentials of teachers. The Contractor will offer technical assistance where needed.
- 11) The Contractor may offer mandatory training on developmentally appropriate milestones and/or approved performance standards throughout the fiscal year **2022-2023** to VPK Contractors as funding permits.
- 12) The Contractor shall submit any data or reports necessary for the administration of the VPK program according to the requirements established by OEL. These reports must be consistent with the requirements of Chapter 1002, Part V, Florida Statutes.
- 13) The Contractor will assist and support VPK providers' capacity to address and enhance each VPK child's ability to make age appropriate progress in an appropriate range of settings. These include development of language/cognitive capabilities and emotional, social, regulatory and moral capacities through education in basic skills and other skills as the Legislature may determine appropriate.
- 14) The Contractor will [Per Rule 6A-1.09433, Florida Administrative Code (F.A.C.)] ensure Providers complete the Voluntary Prekindergarten Pre- and Post-Assessments as designated by OEL/DOE.
- 15) The Contractor will assign a staff member to register and serve as the administrator for Bright Beginnings website and assign additional staff as needed. The Contractor will monitor private provider's compliance with the VPK pre- and post-assessment, and review and approve or disapprove orders for VPK Assessment materials placed by VPK providers in accordance with Rule 6M-8.620, F.A.C.
- 16) The Contractor will ensure VPK directors, instructors, aides, and substitutes have the required documented credentials, screenings, and continual professional development.
- 17) The Contractor shall assign a staff member to register and serve as the administrator for the VPK Provider Kindergarten Readiness Rate website. The contractor will also approve each private VPK provider's improvement plan to ensure the plan meets the requirements of 6M- 8.700 and 6M-8.701 and shall monitor each private VPK provider's improvement plan to ensure the provider has implemented the approved improvement plan.

C. Contract Limits

To the extent resources and Provider spaces/slots are available and within the service area, the Contractor shall provide Voluntary Prekindergarten services to every eligible family in the VPK program.

IV. DELIVERABLES AND MEASURABLE OUTCOMES

A. Deliverables

1. Reports

Financial Management Services

- a.) The Contractor shall submit a monthly statistical report, currently titled "Service Provider Snapshot Report" for fiscal year **2022-2023** to include items such as provider monitoring information to include (totals per county): current number of providers, current number of classrooms, current classroom capacity, number enrolled on last day of month, and (monthly/year-to-date) number and (year-to-date) percentage of providers monitored. Monthly activity reports shall be submitted **21** calendar days after the month ending when services have been provided.
- b.) The Contractor shall submit "Cumulative Financial Statements", reflecting the monthly and collective total of actual and projected VPK utilization and expenditures to date for voluntary prekindergarten services, in a format as directed by the Coalition, as requested.
- c.) To meet state reporting requirements, the Contractor will use the statewide SSIS (Single Statewide Information System) data management system as directed by OEL. The Contractor shall use the Network Standard User Codes when compiling data and reports. The Contractor will ensure technology enhancements are made in a manner that conforms to state specifications as funding is available.

B. ELIGIBILITY & ENROLLMENT SERVICES

- a.) The Contractor shall submit a monthly management/invoice report, as defined by Florida Office of Early Learning, and a reconciliation report within **fifteen (15) calendar days** following the end of each service month in formats specified by OEL and/or Coalition.
- b.) The Contractor shall maintain all information in such a manner ad-hoc reports may be provided within five (5) business days, if possible, as requested by the Coalition.

C. MEASURABLE OUTCOMES

1. Performance Measures (Outcomes and Outputs)

a) Payment & Fiscal Administrative Services

- i) Accuracy will be maintained regarding the calculation of advances and reconciliations of Provider payments, based on the approved payment amount from Florida Office of Early Learning.
- ii) Providers are paid by the 1st business day of the month in advance of services and those payments must be reconciled and paid by the first of the month following receipt of the provider's attendance roster, unless the VPK provider has requested and received a contract amendment requesting no advance payments. All requests for slot advance payments by Providers, received by the Contractor will be processed and submitted on a 5045 report to the Coalition by the **15th of the month prior** to the month of service. All other invoices submitted by the Applicant for payment will be submitted to the Coalition by the **15th of the month following** the month of service to reconcile the advance payment. Monitoring of Provider attendance sheets and/or VPK parent certifications will be conducted (minimum 10%) and technical assistance will be provided to those Providers submitting incorrect information.

b) Eligibility & Enrollment Services

- i) 100% of eligible children will be offered an opportunity to participate in the VPK school year or summer program or a Specialized Instructional Services (SIS) program.
- ii) 98% of children enrolled in the VPK program will have a file/electronic record established with the required documentation and verified as being eligible for the VPK program.
- iii) 100% of all children enrolled in the VPK program will have been entered and tracked in the SSIS data system.
- iv) 100% of parents interested in additional community resources will have received information and referral accordingly.

- v) 100% of parents enrolling their child into the VPK program will be provided with a VPK provider profile (or upon request) so they can make an informed parental choice in placing their child with a Provider.

c) VPK Support Services

- i) 100% of the “minimum annual sample” of VPK non-school based Providers will be monitored by the Contractor utilizing a VPK Program Evaluation tool approved by the Coalition to ensure contract compliance. The “minimum annual sample” is determined by each fiscal year’s VPK Outreach and Awareness and Monitoring Initiative Grant.
- ii) 100% of VPK Providers monitored will be in compliance with the state’s VPK provider contract (meeting all requirements for the VPK Program in accordance with part V of Chapter 1002, F.S. and Rules 6M-8.300 and 6M-8.301, F.A.C.), or will be given follow-up technical assistance within thirty (30) calendar days with the goal of being in compliance within forty-five (45) days. Technical Assistance will be provided to those scoring at unacceptable levels.
- iii) 100% of Providers on Probation (P.O.P.) will be monitored to ensure all required acknowledgements, improvement plans, plan implementation and any other requirements are completed within specified time frames.

D. Definitions

A) Contract Terms

- 1) **Amendment** - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)
- 2) **Coalition** – The Early Learning Coalition of North Florida
- 3) **Contract** – An agreement between the Coalition and an individual or organization for the procurement of services. (A formal contract consists of the Standard Contract, plus all attachments and/or exhibits.)
- 4) **Fiscal Year** – An accounting period of twelve months; July 1st through June 30th.
- 5) **Florida Office of Early Learning (OEL)** – Florida Office of Early Learning responsible for the daily oversight and operations of School Readiness and Voluntary Prekindergarten funds; administratively housed in the Florida Department of Education.
- 6) **Contractor** - Also, referred to as “central agency” or “primary services provider.” An agency, which directly operates and issues vouchers for the purchase of School Readiness and/or VPK services. (In addition, responsibilities include administrative and direct supportive services to parents and Providers).
- 7) **Service Delivery Area** – The geographic area in which the Contractor will provide services under this Contract. For the purposes of this contract, the Service Delivery Area is Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties.
- 8) **Specialized Instructional Services (SIS) program** – Services offered must be consistent with the child’s Individual Educational Plan (IEP) developed by the local school district. Hours vary by instructional services provided and SIS provider cost. Children with an IEP may take part in either a school-year program, summer VPK program, or VPK SIS program. Eligible children can participate in VPK SIS program during either the school year or the summer.
- 9) **SRS** – Statewide Reporting System; computer system used to store data regarding children served on a statewide basis; information is updated monthly and can be retrieved through a variety of reports by Coalitions and other authorized/interested parties.
- 10) **SSIS** –Single Statewide Information System designed to store School Readiness and/or VPK client files, CCR&R Provider files, and other information as designated.

B) Program / Services Specific Terms

- 1) **Child Care and Early Childhood Education Providers** – Those persons or entities lawfully providing child care, as the term is defined in Section 402.302(1), Florida Statutes, within the

Provider Service Delivery Area. For purposes of the Contract, the term Child Care and Early Childhood Education Provider includes child care facilities as defined in Section 402.302(2), Florida Statutes, family day care homes as defined in Section 402.302(7), Florida Statutes, and other child care and early childhood education programs, including public school-based programs, exempt from regulations by Sections 402.301 – 402.319, Florida Statutes.

- 2) **Operational Costs** – One month of operational activities.
- 3) **Provider** – Individuals or organizations providing VPK services to eligible children. Providers including licensed centers, faith-based/exempt centers, licensed family child care homes and public schools.
- 4) **Providers on Probation (P.O.P.)** – VPK Providers who scored below the set score for each year are considered a Provider on Probation (POP) and must submit an improvement plan for the following VPK program year.
- 5) **Readiness Rates** - Measures how well a VPK Provider prepares four-year-olds to be ready for kindergarten based on the Florida Kindergarten Readiness Screener.
- 6) **TA/Technical Assistance** - Training or clarification provided to Providers regarding the implementation of School Readiness and/or VPK programs to include but not be limited to, curriculum development and support, screening, health and safety, and other topics as identified; TA may be provided by phone or other technological device, mail, one-on-one sessions and/or in group trainings.
- 7) **Voluntary Prekindergarten Education Program (VPK)** – created in Florida Statutes 1002.51 through 1002.79 to provide every four (4) year old child the opportunity to receive free high quality prekindergarten services in the State of Florida.

E. Coordination with Other Providers/Entities

The Contractor shall: participate in associations; attend Coalition meetings; attend conferences to promote staff development; participate in community collaborative groups; and attend Florida Office of Early Learning meetings and training sessions to the extent possible by funding and program description and design.

V. Method of Payment

A. Payments

1. This is a cost-reimbursement contract, based on actual child enrollments. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a **total dollar amount** up to and not to exceed \$_____ (less the Coalition's administrative costs portion). Of this amount, no more than **3.6%** of the slot total (or **90%** of the **4%** administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. All remaining dollars will be utilized for VPK slots. All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this contract are to be included in the contract price of each deliverable and will not be otherwise compensated. The Contractor shall submit reimbursement request invoices in accordance with the requirements of sections 215.42 and 215.422, F.S., and F.A.C. rule 69I-40.002 (1). When submitting reimbursement request invoices, the Contractor shall adhere to F.A.C. rule 69I-40.103 (restriction of expenditures), sections 110.1245(3) and (4) and 110.503, F.S. (awards and volunteer recognition), and section 216.345, F.S. (membership dues and licensing fees).
2. The Contractor shall ensure an Electronic Fund Transfer (EFT) system will be utilized for payments to voluntary prekindergarten Providers.
3. Upon receipt of the payment from Florida's Office of Early Learning, and within three (3) business days prior to the Contractor deadline (last business day of the month), the Finance Manager will disperse payment in the amount invoiced on a monthly basis.
4. The Contractor shall make payments to VPK Providers on the last business day of the month. Request for payment from a Provider is determined to be valid once the Provider's monthly

attendance sheet is validated and processed through the Contractor's VPK management system and a payment is calculated based on pre-determined rates.

5. The contract amount for VPK Services as outlined in the supplemental Voluntary Prekindergarten Outreach and Awareness and Monitoring Initiative (OAMI) grant shall not exceed \$_____, is contingent upon completion of the terms and conditions of the grant, and is subject to the availability of funds.

B. Funding By Category

The Coalition agrees to pay for contracted services in an amount up to and not to exceed \$_____ (less the Coalition's administrative costs portion) subject to the availability of funds and provision of limitation of **3.6%** of administrative costs earned. The Coalition agrees to reimburse for VPK services, including administrative, enrollment, monitoring, and VPK slots.

In addition, the Coalition agrees to pay for contracted services by an amount not to exceed \$_____ for outreach and awareness and provider monitoring services supported by the supplemental Voluntary Prekindergarten Outreach and Awareness and Monitoring Initiative grant.

C. Compliance and Financial Consequences

Compliance:

The Contractor shall comply with the requirements of all federal laws, state laws, local codes, and ordinances pertaining to this Agreement, and in particular, it will comply with all of the laws, rules and regulations governing the use of the funds it is managing on behalf of the Coalition.

Financial Consequences:

The Contractor shall ensure 100% of the deliverables identified in "Scope of Contract" are performed pursuant to agreement requirements, and as described in all "Scope(s) of Service Tasks", "Scope(s) of Services", "Deliverables", and "Reports". If no agreement requirements are specified, then all services identified herein may be rejected or accepted by the Coalition as determined in the Coalition's sole discretion. Failure to correctly, completely, or adequately perform these major deliverables will trigger a financial consequence and the following actions will occur:

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

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

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

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

In the event the Contractor does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, the Coalition shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day each deficiency is not corrected.

Force Majeure:

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

See Section X. COMPLIANCE and FINANCIAL CONSEQUENCES of core contract for all provisions of Force Majeure that ALSO applies to this exhibit/attachment.

D. Special Provisions

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

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Attachment 2

GENERAL PROVISIONS TO CORE CONTRACT, ATTACHMENT 1 AND EXHIBIT A

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I. CONTRACTOR ASSURANCES

A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Scopes of Service Tasks, Methodologies, and within the parameters of the Methods of Payment.

B. Laws and Regulations

1. The Contractor warrants all its activities and those of its Coalition approved subcontractors under this contract shall be conducted in conformance with the Sections 1002.81 through 1002.97, F.S., 435.04, F.S., 445.023, F.S., 445.032, F.S., 445.017, F.S., 414.1585(1), F.S., 402.3135, F.S., 402.3145, F.S., 17.04 F.S., Part A, Title IV of The Social Security Act, 45 CFR Parts 74, 92, 98, 99, and 260-265, and subsequent amendments; the Statement of Work and all other terms of this contract; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements.

2. Contractor shall comply with Title III of the Americans with Disabilities Act of 1990 (42 U.S.C., 12181 et. seq.) which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.
3. Contractor shall comply fully with nondiscrimination and equal opportunity laws, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Reconciliation Act of 1981, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. In addition, contractor will comply with: 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964, 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance, and 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance.
4. If this contract is for an amount over \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq.), section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (400 CFR Part 15). The Contractor shall report any violations of the above to the Coalition.
5. Contractor shall not employ unauthorized aliens, which is considered a violation of section 274A(e) of the Immigration and Naturalization Act. In addition, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. See Florida Executive Orders 11-02 and 11-116. Such violation shall be cause for unilateral cancellation of this contract by the Coalition.

The Contractor agrees to provide the Coalition, within **five 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.)

Upon each Contractor new hire, the Contractor must provide a statement within **five (5) calendar days** to the Coalition Office Manager identifying the new hire with its E-Verify case number.

The Contractor shall notify the Coalition in advance but no later than five (5) working days after any changes in the Contractor's telephone number (parent line and main line), email or physical address or key personnel positions. Key personnel positions include the executive director, the director of program operations and the finance officer.

Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement staff.

6. Order of Precedence

If there is any conflict between the provisions in the agreement and the standards the CCDF State Plan sets forth and federal and state law (in which case, the Coalition may modify the agreement from time to time), resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. Federal law.
2. State law.
3. The agreement.
4. The CCDF State Plan.

C. Audits

1. Non-Profit, Governmental and Education Entities

If this award is made to a non-profit, governmental or institution of higher education, and if this Contractor receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the federal cost principles and audit requirements of OMB Circulars A-21, A-87, A-102, 2 CFR § 200 Uniform Audit Requirements, 2 C.F.R. parts 215 and 230, and other applicable OMB circulars and Codes of Federal Regulations (C.F.R.) shall be adhered to. The Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

2. Commercial Organizations

If this award is made to a for profit, commercial organization, and if this Contractor receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

3. Audit and Monitoring Reports

a) Contractors shall submit a copy of their audit report from an independent auditor **within thirty (30) calendar days after its receipt by the Contractor and no later than October 31, 2023.**

The Contractor will request the internal control work papers from the auditor(s) performing their annual independent financial statement audit. The Contractor will keep these work papers onsite as part of their financial records and shall submit directly to the Coalition as part of the annual audit.

b) Should the contractor terminate/close their business organization/operations, go out-of-business, or unilaterally terminate this contract, the contractor will proceed with an immediate close-out audit, at the contractor's expense, to be received by the Coalition immediately upon completion.

c) If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, the Coalition reserves the right to withhold any or all reimbursement from the Contractor until such time as the accounting practices and/or records management are improved to the satisfaction of the Coalition.

d) Contractor will implement a system for monitoring fiscal, participant, and program activities for compliance with this contract. Contractor will maintain documentation to verify completion of monitoring activities.

e) The Contractor will respond in writing to monitoring reports and requests for corrective action plans within the specified number of days after the receipt of the monitoring report from the Coalition, state, or federal agency.

f) The Contractor shall submit to the Coalition all monitoring reports, from other agencies, completed for a School Readiness or Voluntary Prekindergarten program contracted with the Contractor, **within 10 business days of receipt**.

g) The Contractor shall allow the Coalition to review all agency Board Meeting minutes, and all supplementary information presented to the Board, during regularly scheduled on-site monitoring.

D. Record Keeping

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure they are retained for five (5) years after final disposition of the property.

The Contractor will cooperate with the Coalition to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify the Coalition in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of the Coalition.

Should the Contractor terminate/close their business organization/operations, go out-of-business, or unilaterally terminate this contract, the Contractor will assist the Coalition in the Coalition's immediate acquisition and inventory of items, and storage of records.

E. Access to Records

1. Pursuant to 2 CFR §200.336, Access to records, At any time during normal business hours and as often as the Coalition, OEL, the Federal Health and Human Services (HHS) Agency, Inspector Generals of federal and state agencies, Comptroller General of the United States, or their designated representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or participants' books, documents, papers and records (including computer records), or other data relating to matters covered by this contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by the Coalition.
2. Unless otherwise specified by law, the Contractor shall maintain records in a location accessible to all public and allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes and made or received by the Contractor in conjunction with this contract. Denial of this access shall be grounds for immediate unilateral cancellation of this contract by the Coalition.

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

Office of Early Learning
250 Marriott Drive
Tallahassee, Florida 32399
(850)717-8550

3. In accordance with 1002.97, F.S., Individual records of children enrolled in SR programs provided under section 1002 Part VI, F.S., when held in the possession of the Contractor, are confidential and exempt from the provisions of section 119.07 (1), F.S., and section 24(a), Article I of the State Constitution.
4. In accordance with section 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under section 1002.53, F.S., and any personal information contained in those records, are confidential and exempt from section 119.07 (1), F.S., and section 24(a), Article I of the State Constitution.
5. The Contractor shall allow the parent the right to inspect and review the individual SR and VPK program record of his/her child and provide the parent a copy of the record upon request.

F. Participant Record Confidentiality

Contractor shall not disclose any information concerning an applicant or participant for any purpose not in conformity with the state and federal regulations, except upon receipt of a written request and upon written consent of the recipient or his responsible parent or guardian when authorized by law. This information may be made available upon consent of the Coalition to other entities to affect the appropriate delivery of services to the applicant or customer.

G. Internal Financial Control

1. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Contractor shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices to ensure all transactions properly account for all revenues and expenditures of funds provided by the Coalition under this contract, and funds, property, and other assets are safeguarded against loss from unauthorized use or disposition which sufficiently and properly reflect all revenues and expenditures of funds provided by the Coalition under this contract.
2. Contractor shall track costs in sufficient detail to determine compliance with applicable laws, regulations and contract provisions, to ensure the funds have been lawfully spent. All expenditures must be in accordance with the applicable OMB Cost Principles.
3. Contractor shall maintain separate accounting records for the separate School Readiness and Voluntary Prekindergarten funds received and expended under this contract. The Contractor shall ensure accounting records reflect the separation of all programs/activities the Contractor administers or for which it receives funding. Records shall adequately identify with Other Cost Accumulators (OCA) the source and funding application for each program/activity. The Contractor shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity. The Contractor shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records the Contractor submits per Coalition instructions and makes available for review upon request.

H. Reimbursement Request and Close-out Reports

All reimbursement requests and close-out reports shall be submitted to the Coalition's Administrative Office including, but not limited to:

1. Reimbursement Request: Contractor shall submit to the Coalition a monthly reimbursement request in sufficient detail for a proper pre-audit and post-audit thereof. This Reimbursement Request and any back-up documentation of paid costs and/or performance deliverables shall

be submitted as specified herein and in the Agreement of Payment. The Contract Manager shall review and accept the contract units of deliverables prior to payment. The Coalition may reduce the amount to be paid in proportion to the Contractor's failure to achieve specified performance measures.

Services and/or training paid in full, in part under any other contract, or from any other source are not eligible for payment under this contract.

The Coalition reserves the right to refuse to reimburse the Contractor for any Payment Request not submitted within fifty (50) calendar days after contract termination.

2. Final Reimbursement Request, Final Financial Statement, and Contract Close-Out Report: Contractor shall submit to the Coalition a final invoice and a Contract Close-Out Report **within fifty (50) calendar days after contract termination**. If the Contractor fails to do so, all right to payment is forfeited and the Coalition may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Coalition.

Final Financial Statement (Income Statement/Profit and Loss Statement) for contracted fiscal year, specific to the Early Learning Coalition of North Florida, shall be submitted by the Contractor to the Coalition **within fifty (50) calendar days after contract termination**. The Contract Close-out Report will summarize all reimbursement requests, actual expenses, inventory, and other items pertinent to the close out of this contract with the Coalition.

3. Program Income Report: The Contractor shall submit to the Coalition a Program Income Report **within fifty (50) calendar days after contract termination** detailing any program income generated from activities covered under this contract.

I. Disallowed Costs/Return of Funds/Withholding of Funds

1. Upon the Coalition's final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the Contractor shall return to the Coalition any overpayments or disallowed costs within 40 calendar days of the Coalition issuing a written notice or other timeframes comply with OEL Fiscal Guidance 240.01. In addition, the Contractor shall return to the Coalition any overpayment due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Contractor by the Coalition or funds which are disallowed in the final resolution of an audit report. The Coalition may withhold funds from future deliverables or other requests for payment pending resolution of disallowed costs.
2. Refunds or credits from training institutions or other vendors for costs that have been reimbursed by the Coalition be made within fifteen (15) calendar days of the month closed, or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.
3. Should repayment not be made in a timely manner, the Coalition will charge interest of one (1) percent per month compounded on the outstanding balance fifty (50) calendar days after the date of notification. In addition, the Coalition may request Florida Office of Early Learning report the delinquent account to the Department of Financial Services (DFS) for collection if the coalition is unsuccessful at collecting the account (OEL Fiscal Guidance 240.03 [OEL-FG-0042-07]).
4. Unless otherwise authorized by the Coalition, the Contractor is required to invest any funds received under this agreement in secure interest-bearing accounts. The Contractor shall comply with section 216.181(16) (b), Florida Statutes, and 2 CFR §200.305(8), Payment, and earn interest on the invested funds. The Contractor shall comply with OEL Program Guidance

240.01 and 2 CFR §200.305(9), Payment, and return interest income to the ELC. All interest income earned on VPK funds must be returned to the ELC. Interest earned on School Readiness funds in excess of \$500 each program year must be returned to the ELC.

Should the coalition advance funds to the contractor, a report of interest earned and returned, or not earned, by the contractor on advanced funds shall be returned to the coalition on a quarterly basis. The report shall be signed by the contractor's CEO verifying the amount of interest earned and returned, or no interest was earned, no later than the **30th day of the following month, after the end of the quarter**. In a case that interest was earned, the interest shall be returned to the coalition, accompanied by the signed report. Interest earned on advances by local government grantees and sub-grantees is required to be returned at least quarterly, to the Federal agency through the Coalition in accordance with 45 CFR 92.21.

5. The Coalition reserves the right (with OEL advisement), upon written notice, to withhold funds, in whole or in part, for non-performance under the approved plan or non-compliance with the terms and conditions of the Contract until such time as the Coalition determines the Contractor has corrected its performance and is in full compliance with the Contract. Said notice shall be delivered by mail with proof of delivery or in person with proof of delivery.

The Coalition will provide the Contractor with written notice that details its findings of non-performance or non-compliance and timelines for submitting a corrective action plan and correcting all noted deficiencies. In order to ensure funds are not withheld, the Contractor shall respond to the notice within fourteen (14) calendar days and provide a corrective action plan that addresses all noted deficiencies. If the corrective action plan is approved by the Coalition, the Contractor shall implement the corrective action within the prescribed timeframe. Failure to respond in writing and submit a subsequent corrective action plan within fourteen (14) calendar days may lead to funds being withheld from the Contractor. Failure to comply with a corrective action plan may lead to financial consequences and/or the termination of this contract.

J. Program Income

Revenues generated through activities funded under this contract in excess of costs are to be treated as program income in accordance with 2 C.F.R. § 215.24 (OMB 2 CFR § 200 Uniform Administrative Requirements). Examples of program income include; fees from services performed (including fees earned from training events), use of rental of property acquired under federally funded projects, use of commodities or items fabricated under an award (including curriculum developed with award funds), license fees and royalties on patents and copyrights, and interest earned on advances that is not required to be returned to OEL.

K. Insurance

Contractor shall deliver to the Coalition prior to the commencement of this contract satisfactory evidence the following insurance coverage(s), as appropriate, are in force and will not be canceled without thirty (30) calendar days written notice to the Coalition. The Coalition may withhold payments or terminate this contract if the Contractor fails to maintain or provide evidence of current insurance.

1. Comprehensive Commercial General Liability Insurance: Contractor agrees to obtain and maintain throughout this contract period a Comprehensive Commercial General Liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate with an endorsement naming the Coalition as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Coalition as evidence of such.

2. Commercial Umbrella Liability Insurance: Contractor agrees to obtain and maintain throughout this contract period a Commercial Umbrella Liability insurance policy in the single limit amount of at least, but not limited to, \$5,000,000 per occurrence with an endorsement naming the Coalition as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Coalition as evidence of such.
3. Professional Liability/Errors and Omissions Insurance: Contractor agrees to obtain and maintain throughout this contract period a Professional Liability/Errors and Omissions Liability (on its board members and executives) insurance policy in the single limit amount of at least, but not limited to, \$1,000,000 per occurrence with an endorsement naming the Coalition as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Coalition as evidence of such.
4. Directors and Officers Insurance: Contractor agrees to obtain and maintain throughout this contract period a Directors and Officers insurance policy in the single limit amount of \$1,000,000 per occurrence with an endorsement naming the Coalition as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Coalition as evidence of such.
5. Employee Dishonesty Insurance/Bonding: Contractor agrees to obtain and maintain throughout this contract period an Employee Dishonesty insurance policy in the single limit amount of at least, but not limited to, \$500,000 per occurrence with an endorsement naming the Coalition as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Coalition as evidence of such. Or, Contractor shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit these funds or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least, but not limited to \$500,000 or the total amount of this contract, whichever is less. The bond shall be effective prior to any contract payment and for at least three (3) months after this contract terminates, and should have an endorsement naming the Coalition as additionally insured.
6. Workers' Compensation: To the extent the state Workers' Compensation law is applicable, Contractor must provide Workers' Compensation coverage to all employees paid directly under this contract with an endorsement naming the Coalition as additional insured. Where employees covered under this contract are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.
7. Motor Vehicle Insurance: If applicable, Contractor agrees to obtain and maintain throughout this contract period, with an endorsement naming the Coalition as additional insured, Motor Vehicle Insurance coverage in the amounts of \$1,000,000 for the combined single limit for each accident, for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this contract.
8. Casualty Loss Insurance/Equipment: All equipment received from the Coalition and used by Contractor under this contract shall be insured throughout this contract period, with an endorsement naming the Coalition as additional insured, against fire, theft, and destruction equal to the full replacement cost.
9. Network Security/Privacy Liability Insurance: Although this type of insurance is not a REQUIREMENT at this time, the Coalition recommends the Contractor obtain and maintain throughout this contract period a Network Security/Privacy Liability Insurance in the single

limit amount of at least, but not limited to, \$1,000,000, as the Contractor will be maintaining large volumes of personally identifiable information. Additionally, the Coalition requests the policy have an endorsement naming the Coalition as additional insured.

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

L. Purchasing and Prior Approval

1. All purchasing of goods and services must be in compliance with Ch. 287, F.S. Records must be maintained to document procurement efforts to comply with this requirement. The contractor agrees to follow all current coalition procurement policies and procedures. This would include special provisions for related party contracts and prior Coalition approval for any related party contract over \$25,000.
2. Fourth quarter goods and services ordered/obligated must be completely received/incurred/expended by **June 30** of the current contract/fiscal year.
3. Prior Approval:
 - a. The Contractor must submit a Prior Approval Request, using the appropriate prior approval process as outlined in the Florida Department of Education/Office of Early Learning Prior Approval Program Guidance 240.05 and in contract **Attachment 11**, for any cost item or administrative requirement requiring prior approval referenced in contract **Attachment 12**.
 - b. The Contractor will submit the Annual Approval Requests by **June 15th** of each year for the upcoming grant period. The Contractor will submit the Individual Cost Items prior approval requests for items which annual approval is not available.
 - c. The Contractor must receive Coalition/OEL approval before expending any cost item or administrative requirement requiring prior approval listed in contract **Attachment 12**.

M. Equipment

The use of contract funds to purchase equipment, as defined by OMB 2 CFR § 200 Uniform Administrative Requirements, is prohibited without prior written approval of the Coalition.

N. Use of Supplies

Any consumable supplies purchased under this contract or provided by the Coalition for use in delivering the services under this contract shall be used exclusively for program purposes unless another use agreement has been made part of this contract. These supplies shall remain the property of the Coalition.

O. Intellectual Property, Copyrights, Patent Rights, Royalties, and Rights In Data

1. All data the Coalition creates or the Contractor receives from the Coalition, whether electronic or hardcopy, during the duration of this agreement is the Coalition's property. The Contractor shall surrender it to the Coalition at no cost to the Coalition upon expiration, termination or cancellation of this agreement (see 45 CFR part 92.36(i)(9)). The following terms and conditions apply to all grants recipients, unless explicitly waived.
 - a. With respect to all products created by the Contractor pursuant to this agreement, said materials will be the property of OEL.
 - b. To the extent any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (USCS) 101, et seq., it shall be a "work for hire." In the event a court of competent jurisdiction determines a product or material is not a

work for hire as a matter of law, the Contractor shall assign and convey to OEL all right, title and interest in the product or material and require its employees and subcontractors to do the same.

- c. The Contractor agrees its employees will not assert any ownership of the product produced pursuant to this agreement. The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure OEL's rights.
 - d. Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
 - e. The Contractor agrees if it hires any third party to perform any work pursuant to this agreement, the work shall be on a "work for hire" basis and shall not in any way infringe upon OEL's ownership of the product.
 - f. The Contractor agrees not to convey any rights in the product to a third party.
 - g. If the Contractor hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the Contractor, the Coalition, and OEL the non-exclusive license to use the product.
2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between the Coalition and the Contractor in order to further the use of the products in the educational community.
 3. Pursuant to 45 CFR part 92.36(i)(8), the Contractor agrees to the extent applicable under this agreement to comply with the following –
 - a. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: <http://www.gpo.gov/fdsys/pkg/CFR-2011-title37-vol1/pdf/CFR-2011-title37-vol1-chapIV.pdf>.
 - b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the agreement, or in any way connected with Early Learning programs, the Contractor shall refer the discovery or invention to OEL.
 4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, the Coalition and OEL will refer it to the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing under or in connection with the performance of the agreement are hereby reserved to the state of Florida.
 5. Pursuant to s. 286.021, F.S., and subject to claims of the USDHHS, any and all copyrights accruing under or in connection with the Contractor's execution of its duties under the agreement, funded by Early Learning Program funds, are hereby reserved to the state of Florida.
 6. Pursuant to 45 C.F.R. part 92.34, the USDHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the Contractor or its sub grantees or contractors purchase with such federal funds.
 7. Pursuant to federal and state laws, the Contractor will not violate the copyrights of any third party during the performance of the scope of work for this grant award.

The Contractor further warrants that as to each Deliverable produced pursuant to this award, Contractor's production of the Deliverable(s), and the Coalition's use of the Deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102 – 105 and to each exclusive right

established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants the following:

- a. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable(s).
- b. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

P. Assignment and Subcontracts

Contractor shall not subcontract, assign or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval of the Coalition, unless otherwise authorized by this contract. The Contractor shall submit a written subcontract to the Coalition for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Contractor from obtaining this written approval.

The Coalition reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from the Coalition relieve the Contractor from its obligation under this contract, or change the terms of this contract. The Contractor shall ensure all applicable provisions of this contract's compliance obligations are binding upon all approved subcontractors. It is understood the Coalition shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

Q. Conflict of Interest

No Contractor or subcontractor representative serving on the Coalition Board of Directors or any of its committees shall discuss or cast a vote on the provision of services and/or training by the Contractor or its subcontractor(s), or any matter which would provide or give the appearance of providing financial benefit to the Contractor, or influence or attempt to influence any other member of the Board of the Coalition or its committees on decisions benefiting the Contractor.

No Contractor representative will solicit or accept money or any other consideration from a third party for the provision of goods or services funded in whole or in part under this contract.

R. Indemnification

1. The Contractor agrees to be liable for, defend and indemnify the Coalition and all of the Coalition's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of (i) the unauthorized use or disclosure of personally identifiable information; or (ii) any acts, actions, negligence or omissions by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract or any subsequent modifications thereof. This indemnification holds whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property. Where the Contractor and the Coalition commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend the Coalition with respect to that part of the joint negligent act or omission committed by the Coalition. In no event shall the Contractor be liable for or have any obligation to defend the Coalition against such claims, suits, judgments,

or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of the Coalition.

2. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after such notice by the Coalition is given by certified mail. Only adjudication or judgment after the highest appeal is exhausted specifically finding the Contractor not liable shall excuse the performance of this provision. The Coalition's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.
3. Paragraphs R1 and R2 shall not apply to any contractor who is a state agency or subdivision as defined in Section 768.28, Florida Statutes. To the extent permitted under Florida law, any contractor who is a state agency or subdivision agrees to be responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the Coalition, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing in this Agreement shall be construed as a consent by the State of Florida or contractor to be sued by any reason hereof, either in contract or tort, nor as a waiver of the sovereign immunity of the State of Florida or contractor, beyond the waiver established by general law at FS 768.28. Neither the State of Florida, the contractor, nor the Coalition has waived any defense it may raise as to any claim asserted or action brought.
4. The Contractor agrees it is an independent Contractor of the Coalition and not an agent or employee. Nothing in the agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

S. Lobbying

The Contractor shall comply with state and federal law, including, but not limited to, ss. 11.062(1) and 216.347, F.S., 2 CFR part 230 and 45 CFR part 93 (Byrd Anti-Lobbying Amendment Common Rule) which prohibit the ELC from using funds awarded under the agreement for lobbying purposes. Per these regulations, no funds made available under this contract shall be used for 1) lobbying of federal, state, or local legislatures to influence legislation or appropriations; or 2) to raise funds, or to promote, assist, or deter union organizing.

T. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services, may not submit bids on leases of real property, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under the Coalition contract for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By execution of this contract, the Contractor acknowledges it and any subcontractor(s) or sub-recipients receiving Early Learning Program funds through the Contractor are operating in compliance with this section.

Federal funds may not be disbursed to parties excluded from receiving Federal contracts or financial and nonfinancial assistance and benefits. Prior to execution of contracts or agreements, the Contractor must verify that no party to the agreement is included on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. Documentation of verification shall be maintained by the Contractor.

U. Health and Safety

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and

training conditions of participants served under this contract. Where participants or employees covered under this contract are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.

V. Civil Rights

Contractor must ensure no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis of race, color, religion, sex, national origin, disability, age, political affiliation or status as a participant.

W. Grievance and Complaint Procedures

Contractor shall adhere to and comply with the Coalition grievance and complaint procedures that were promulgated by the Florida State Department of Labor and Employment Security, Office of Civil Rights. Contractor shall ensure all participants served under this contract are properly informed of their rights and benefits, including the right to file a grievance or a complaint with the Coalition.

X. Sponsorship

The Contractor shall make available to the Coalition any information and documentation related to any advertisements or descriptions of services or training provided by Contractor under the terms of this agreement.

Y. Knowledge of Terms of this Contract

The Contractor shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this contract by all staff of the Contractor and any subcontractor(s) if approved by the Coalition.

Z. Incident Reporting

Known or suspected incidents of fraud, program abuse, or criminal conduct shall be reported to the Coalition immediately and complete the procedure for reporting suspected fraud in Early Learning Programs, per Sections 414.39 and 414.411 F.S. and as instructed by Florida Office of Early Learning.

To assure compliance with Chapter 415.1034 and ss. 39.201, Florida Statutes, any employee of the Contractor who knows or has reasonable cause to suspect a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or, a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender; or, a vulnerable adult has been or is being abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Central Abuse Registry and Tracking System of the Department of Children and Families on the statewide toll-free telephone number 1 (800) 96ABUSE (1-800-962-2873) or online at <https://reportabuse.dcf.state.fl.us/> [see 45 CFR 92.36(i)(7), ss. 39.201 and 415.1034, F.S.].

The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6, in the manner prescribed in HRSR 215-6.

AA. Enforcement of Contract Provisions

The failure of the Coalition to strictly enforce any of the provisions of this contract, or to require strict performance by the Contractor of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this contract or any part hereof, or waive the right of the Coalition to thereafter enforce each and every provision herein.

BB. Warrant of Ability to Perform

The Contractor covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this contract.

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

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

CC. Sponsorship and Announcements

If the Contractor uses funds provided under this contract to publicize, advertise, or describe the programs and services under this contract, such documents and materials shall reflect the Coalition's logo (or name with Coalition approval) as the predominant logo. The Contractor agrees in accordance with section 286.25, Florida Statutes, it will use the following statement in publicizing, advertising, or describing the sponsorship of early learning projects financed in part or in full with state funds or funds obtained from a state agency. "Sponsorship by the Early Learning Coalition of North Florida, and the State of Florida, Office of Early Learning" – if the sponsorship referenced is in written material, the words "State of Florida, Office of Early Learning shall appear in the same size letters or type as the name of the Coalition. The contractor will only use the current logos as approved by Office of Early Learning. This section does not apply to Coalition or Contractor logos.

The Contractor shall update electronic OEL logos used locally in electronic materials to the current OEL-released logo within sixty (60) calendar days of release with the exception of the

electronic OEL-related logos embedded in the OEL-approved system software. The Contractor shall notify OEL in writing of any circumstances resulting in a delay in updated logo implementation.

The Contractor agrees, in accordance with Public Law 103-333, section 508, and Public Law 111-117, section 506, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project or program funded in whole or in part with Federal money, the Contractor shall clearly state the percentage of the total cost of the program or project which will be financed with Federal money and the dollar amount of Federal funds used for the project or program and the percentage and dollar amount of the total cost of the project or program will be financed by non-governmental sources.

DD. Disputes

The Coalition's C.E.O. shall be the first contact of dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the C.E.O. shall be reduced to writing and delivered by certified mail to the Coalition's office by the Contractor. The Board of the Coalition shall decide the dispute within thirty (30) calendar days of the Coalition's receipt of the written dispute.

EE. Special Situations

The Contractor agrees to inform the Coalition within 24 hours of any circumstances or events, which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.

FF. Emergency Preparedness

If it is the Contractor's FIRST contract year, the Contractor will, **within thirty (30) calendar days of Contract execution**, submit to the Coalition an emergency preparedness plan, or Continuity of Operations Plan (C.O.O.P.) in compliance with Section 252.386, F.S., which includes provisions of pre-disaster preparation, notifications, alternative operations worksites, and a recovery plan that will allow the Contractor to continue functioning in compliance with the executed contract in the event of an actual emergency.

The Contractor shall submit a COOP update annually no later than **February 1**. And the Contractor shall notify OEL and the Coalition within the same day in the event of its COOP activation.

The Coalition agrees to respond in writing within thirty (30) calendar days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Coalition may exercise oversight authority over such Contractor in order to assure implementation of agreed emergency relief provisions.

GG. Performance Bond

The Contractor shall furnish a performance bond from a financially sound and responsible insurance company to protect the Coalition from any losses in the event of default by Contractor. The bond shall be in the amount of \$300,000. In lieu of a performance bond, Contractor may furnish the Coalition with an irrevocable standby letter of credit acceptable to both Parties. If, in the Coalition's opinion the Contractor has an established contract history with the Coalition, which has demonstrated a fiscally-sound organization (through low-risk audits and low-risk Coalition monitoring), the Coalition has the option of allowing the Contractor to maintain reserve funds in the amount of \$300,000 in lieu of a performance bond or an irrevocable letter of credit. This option is only applicable as long as the CONTRACTOR remains a low-risk auditee and has no

material findings during Coalition monitoring. Should the Coalition allow reserve funding for an established Contractor, the reserve funding shall have equivalent requirements and limitations as that of a performance bond or an irrevocable standby letter of credit in the same amount.

The Contractor shall post one form of security under this section, which shall apply to this contract entered into between the Contractor and the Coalition with a term beginning **July 1, 2022** and ending **June 30, 2023**.

If a performance bond is furnished the performance bond shall be forfeited in an Event of Default, or if a letter of credit is furnished the Coalition shall be authorized to draw on the Letter of Credit in an Event of Default. An Event of Default shall mean the failure of Contractor to perform any of the material undertakings set forth in this CONTRACT, which failure is not cured within 30 calendar days after written notice thereof by the Coalition specifying such failure, or within such other reasonable time period agreed to by both parties. In no event shall an Event of Default occur for any failure of performance by Contractor if such failure of performance is caused by or is the result of causes beyond the reasonable control of Contractor due to any occurrence commonly known as force majeure, including but not limited to acts of God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war. In the case of a force majeure delay, the Contractor shall notify the Coalition in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay.

The Coalition Board will make the final determination of "Nonperformance." A Notice of "Nonperformance" shall be provided by written notice to the Contractor, in which case the contract shall be terminated per Attachment 2, Section II. B Termination, of the contract. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Solely in the event of the Coalition Board's termination of this contract due to nonperformance by Contractor (as opposed to nonperformance by one of Contractor's contracted service providers) resulting in an Event of Default (as defined below), the Coalition shall be authorized to draw on the Letter of Credit in an amount calculated by the Coalition in good faith to be equal to the lesser of (i) the excess costs incurred and actually paid by the Coalition to engage third parties to provide the services that Contractor would have performed hereunder during the remainder of the term of this contract absent the early termination of this contract and (ii) the face amount of such Letter of Credit, subject to the following requirement. Twenty (20) calendar days prior to making a draw on the Letter of Credit, the Coalition shall provide its written calculation of such draw (determined as provided above) to Contractor, and the Coalition shall thereafter consult with Contractor during such 20-day period to consensually resolve any disputed issues. If the Coalition and Contractor are unable to reach a resolution, the Coalition may make a draw under the Letter of Credit in the amount reflected in the Coalition's calculation and otherwise in compliance with the terms of the Letter of Credit; provided that, nothing in this contract shall prevent Contractor from instigating legal proceedings against the Coalition if it disagrees with the Coalition's calculations of the excess costs for which it has made a draw under the Letter of Credit or otherwise believes such drawing was unjustified.

For purposes of this contract, an "Event of Default" shall mean the unexcused failure of Contractor to perform any of the material undertakings set forth in this contract to be directly performed by it, which failure is not cured within thirty (30) calendar days after written notice thereof by the Coalition specifying such failure, or within such other reasonable time period agreed to by both parties; provided that, Contractor shall have an additional period of thirty (30) calendar days to cure any breach not capable of being cured during the initial 30-day period if it commenced efforts to cure such breach during such initial 30-day period and diligently pursues such cure to completion. Notwithstanding anything in this contract to the contrary, in no event shall an Event of Default occur for any failure of performance by Contractor if such failure of performance is caused by or is the result of causes beyond the reasonable control of Contractor due to any occurrence commonly known as force majeure, including but not limited to acts of

God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war.

HH. Notification of Legal Action

The Contractor shall notify the Coalition of legal actions taken against it or potential actions such as lawsuits, related to services provided through this Agreement or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the Coalition. The Coalition will be notified in writing within twenty-four (24) continuous hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

II. Cooperation in Investigations

The Contractor shall fully cooperate with Florida Office of Early Learning, the Coalition, and any other state and federal authorities on any fraud or other types of investigations. This includes but is not limited to producing any requested documents and providing witnesses to testify when requested.

JJ. Office of Minority Business Enterprise Reporting

The Coalition is dedicated to supporting, tracking and increasing its small minority business enterprise spending with prime contractors and subcontractors as s. 287.0943, F.S., requires. The Contractor shall submit the [Minority Sub Contractors Utilization Summary](#) report quarterly, regardless of whether the ELC has spent the funds with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the quarter. The Contractor shall submit the expenditures report to the Coalition's Finance Manager by the **20th calendar day following the end of each quarter** and uploading to the designated place on OEL's Share Point.

KK. Breach of Security/Confidentiality

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

For purposes of this agreement, "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the Contractor does not constitute a breach of security, provided the information is not used for a purpose unrelated to the contract or subject to further unauthorized use. As defined in Chapter 282.0041, F.S., "Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

The Contractor agrees to comply with s. 501.171, F.S. related to the security of confidential personal information and understands that the Contractor for this purpose will be considered a third party agent as referenced in this statutory section.

The Contractor shall immediately notify the Coalition and OEL's Inspector General (at Inspector.General@oel.myflorida.com) and Information Security Manager (at Information.Security@oel.myflorida.com) in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., the Contractor's notification shall be made in writing to the Coalition and OEL's IG Security Manager within 24 hours after the Contractor learns of the security incident or breach. The Contractor's notification shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who

made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide any additional information, including a full written report, as reasonably requested by the Coalition.

If the Coalition, at its sole discretion, determines the Contractor has failed to comply with any confidentiality provision of this agreement, or determines prompt and satisfactory corrective action has not occurred, the Coalition has the unilateral right to suspend the agreement until it is satisfied that corrective action has been taken or may terminate the agreement. If this agreement is terminated, the Contractor must immediately surrender to the Coalition all confidential information and copies thereof obtained under the Contract and any other information relevant to the Contract.

The Contractor understands and agrees that all reasonable fees and costs necessary for the Coalition to remedy any breach of confidentiality due to the conduct of the Contractor, its employees, subcontractors, agents, or affiliates, or any individual within the control of the Contractor, shall be the responsibility of the Contractor. The Contractor shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this agreement.

The Contractor understands and agrees to the confidentiality and security provisions of this agreement regarding the requirements to safeguard the confidentiality of the information which is the subject of the agreement, and which is considered a material condition of the agreement. In the event requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the Contractor will be subject to penalties as follows:

Criminal Penalties: The Contractor and any of its employees, agents, contractors, subcontractors, affiliates or any other individual that breaches the confidentiality requirements of this agreement are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s 119.10, F.S., the Florida Computer Related Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.

Civil Remedies: In addition to criminal sanctions, the Contractor and its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this agreement or applicable laws are subject to any and all civil remedies available to the Coalition, OEL, and the state of Florida.

II. MUTUAL ASSURANCES

A. Amendments, Modifications and Contract Extension

1. The Coalition reserves the authority to amend or modify this contract with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.
2. Mandatory changes in regulations, policies, or law will be unilaterally amended by the Coalition and will be effective upon the receipt by Contractor of a Contract Modification signed by the Chairperson of the Coalition.
3. This contract may be renewed on a yearly basis for a period up to three years after the initial contract or for a period no longer than the term of the original contract, whichever period is longer, if such extension is allowed for in the original request for proposal. This extension is contingent upon satisfactory performance evaluations by the Coalition and is subject to the

availability of funds. The terms and conditions of this extension shall be negotiated prior to the effective date of the extension.

B. Termination

1. Termination for Convenience/at Will - This contract may be terminated by any party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
2. Termination Due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coalition may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said Notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Coalition shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this contract to another program thus causing "lack of funds". In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination. Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event the federal and state funds upon which this contract is dependent is withdrawn or redirected, the contract is terminated and the Coalition will have no further liability to the Contractor beyond that already incurred by the termination date.
3. Termination for Cause/Breach - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Said notice shall be delivered via email and a hard copy will follow via postal mail delivery. If applicable, the Coalition may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition's right to remedies at law or inequity. If applicable, the Contractor may be liable for liquidated damages upon breach. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by the Coalition within fifty (50) calendar days of termination date. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.
4. Other: Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, or the Governor at any time.
5. Venue: The place for any hearing, litigation, arbitration or otherwise, shall be **St. Johns County**, Florida.
6. This contract shall be interpreted under the laws of the State of Florida.
7. The submittal of false information may be considered fraud and could result in the immediate termination of the contract.
8. After receipt of a notice of termination, and except as otherwise specified by the Coalition, the Contractor shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by the Coalition.
 - c. Take such action as may be necessary, or as the Coalition may specify, to protect and preserve any property related to the agreement which is in the possession of the Contractor and in which the Coalition has or may acquire an interest.
 - d. Transfer, assign, and make available to the Coalition all property and materials belonging to the Coalition, upon the effective date of termination of the agreement. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

C. General Provisions

1. None of the funds or services under this Agreement provided by the HHS, DOL, the Governor or the Coalition to the Contractor shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501-1508 and 7328) or the Federal Election Campaign Act, as amended (2 USC section 431).
2. No participant, recipient or employee whose salary is funded in whole or in part by this agreement may engage in partisan or nonpartisan political activities during the hours for which the recipient or employee is paid with funds derived through this contract.
3. No participant, recipient, or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and the Coalition.
5. Contractor understands and agrees that when requested, as set forth in this agreement, the Contractor shall complete and furnish to the Coalition all forms, reports, documents, and records, within fifteen (15) business days of said request. Failure to comply with this provision will result in the Coalition's withholding the Contractor's reimbursement or unit payment until such time the Contractor complies with the Coalition's request, in accordance with the procedures set forth in the Method of Payment sections.
6. ADDED: Any notice sent by either party to the other shall be in writing and shall be sent by Email, US mail or hand delivery to the parties at the following addresses:

If to Coalition at: (a) For all matters to:
Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Suite 103
St. Augustine, FL 32086
Attn: C.E.O.
Email: dbell@elcnorthflorida.org

If to contractor at: (b) For all matters to:
Contractor Name Here
Street/Mailing Address Here
City/State/Zip Here
Attn: Executive Director/CEO
Email: Email Address Here

Notice shall be deemed delivered when deposited in the United States Mail. Coalition and contractor shall each have the right to change the place. Notice is to be given under this paragraph by written notice to the other party delivered in accordance with this section.

ATTACHMENT 3

45 CFR Part 93 Appendix A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

Statement for Loan Guarantees and Loan Insurance

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 ¹ for each such failure.

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

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).

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ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities and implemented at 45 CFR Part 85. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. The Federal Excluded Parties list is currently at <https://www.epls.gov/> and also available passing through the Florida department of Management Services website at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
 2. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph B.2. of this certification.
 4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

INSTRUCTIONS

1. By signing and submitting this Contract, the prospective primary participant is providing the certification as set out herein.

2. The inability of a person to provide the required certification will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the WDB determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this Contract.
3. The certification in this clause is a material representation of fact upon which reliance was placed when OEL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, OEL may terminate this Contract for cause or default.
4. The prospective primary participant shall provide immediate written notice to OEL if at any time the respective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order No. 12549. You may contact OEL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by OEL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions, provided by OEL without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph six of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, OEL may terminate this Contract for cause or default.

ATTACHMENT 5

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the Contractor, through the duly-appointed undersigned representative, attests and certifies that the Contractor will provide a drug-free workplace by the following actions –

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A-F.
- H. Notwithstanding, it is not required to provide the workplace address under the Contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:

Administrative Office
Contractor Name Here
Address Here

Phone Number Here
Fax Number Here
County Here

Baker County One Stop

Address Here
Phone Number Here
Fax Number Here

Bradford County One Stop

Address Here
Phone Number Here
Fax Number Here

Clay County One Stop

Address Here
Phone Number Here
Fax Number Here

Nassau County One Stop

Address Here
Phone Number Here
Fax Number Here

Putnam County One Stop

Address Here
Phone Number Here
Fax Number Here

St. Johns County One Stop

Address Here
Phone Number Here
Fax Number Here

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

CERTIFICATION

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

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

ATTACHMENT 6

SLIDING FEE SCHEDULE

Sliding Fee Scale for North Florida Early Learning Coalition
Effective date July 1, 2021

Florida's Office of Early Learning SLIDING FEE SCHEDULE

DAILY FEE		----- Annual Gross Income - Number of persons in Family -----															
Full-Time	Part-Time	FPL as indicated unless exceeds 85% SMI	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0.80	0.40	50%FPL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.60	0.80	75%FPL	6,441	8,711	10,981	13,251	15,521	17,791	20,061	22,331	24,601	26,871	29,141	31,411	33,681	35,951	38,221
2.40	1.20		9,661	13,066	16,471	19,876	23,281	26,686	30,091	33,496	36,901	40,306	43,711	47,116	50,521	53,926	57,331
3.20	1.60	FPL	12,880	17,420	21,960	26,500	31,040	35,580	40,120	44,660	49,200	53,740	58,280	62,820	67,360	71,900	76,440
4.00	2.00		15,028	20,325	25,622	30,919	36,215	41,512	46,809	52,106	57,403	62,699	67,996	73,293	78,590	83,887	89,184
4.80	2.40		17,174	23,228	29,281	35,335	41,389	47,442	53,496	59,550	65,603	71,657	77,711	83,764	89,818	95,871	101,925
		85% SMI	17,175	23,229	29,282	35,336	41,390	47,443	53,497	59,551	65,604	71,658	77,712	83,765	89,819	95,872	101,926
		150%FPL	19,320	26,130	32,940	39,750	46,560	53,370	60,180	66,990	73,800	80,610	87,420	94,230	101,040	107,850	114,660
5.60	2.80		19,321	26,131	32,941	39,751	46,561	53,371	60,181	66,991	73,801	80,611	87,421	94,231	101,041	107,851	114,661
			20,071	27,146	34,220	41,295	48,370	55,444	62,519	69,594	76,668	83,743	90,818	97,892	104,967	112,042	119,116
6.40	3.20		20,072	27,147	34,221	41,296	48,371	55,445	62,520	69,595	76,669	83,744	90,819	97,893	104,968	112,043	119,117
		85% SMI	20,822	28,161	35,501	42,840	50,179	57,519	64,858	72,197	79,537	86,876	94,215	101,555	108,894	116,234	123,573
7.20	3.60		20,823	28,162	35,502	42,841	50,180	57,520	64,859	72,198	79,538	86,877	94,216	101,556	108,895	116,235	123,574
		85% SMI	21,573	29,177	36,781	44,385	51,989	59,593	67,197	74,801	82,405	90,009	97,613	105,217	112,821	120,425	128,029
8.00	4.00		21,574	29,178	36,782	44,386	51,990	59,594	67,198	74,802	82,406	90,010	97,614	105,218	112,822	120,426	128,030
8.80	4.40		22,324	30,192	38,061	45,930	53,799	61,667	69,536	77,405	85,273	93,142	101,011	108,880	116,748	124,617	132,486
		85% SMI	22,325	30,193	38,062	45,931	53,800	61,668	69,537	77,406	85,274	93,143	101,012	108,881	116,749	124,618	132,487
9.60	4.80		23,075	31,208	39,341	47,475	55,608	63,742	71,875	80,008	88,142	96,275	104,409	112,542	120,675	128,809	136,942
			23,076	31,209	39,342	47,476	55,609	63,743	71,876	80,009	88,143	96,276	104,410	112,543	120,676	128,810	136,943
10.40	5.20		23,828	32,227	40,626	49,025	57,424	65,823	74,222	82,621	91,020	99,419	107,818	116,217	124,616	133,015	141,414
		185%FPL	23,829	32,228	40,627	49,026	57,425	65,824	74,223	82,622	91,021	99,420	107,819	116,218	124,617	133,016	141,415
11.20	5.60		24,794	33,534	42,273	51,013	59,752	68,492	77,231	85,971	94,710	103,450	112,189	120,929	129,668	138,408	147,147
		85% SMI	24,795	33,535	42,274	51,014	59,753	68,493	77,232	85,972	94,711	103,451	112,190	120,930	129,669	138,409	147,148
12.00	6.00		25,760	34,840	43,920	53,000	62,080	71,160	80,240	89,320	98,400	107,480	116,560	125,640	134,720	143,800	152,880
		200%FPL	25,761	34,841	43,921	53,001	62,081	71,161	80,241	89,321	98,401	107,481	116,561	125,641	134,721	143,801	152,881
12.80	6.40		27,692	37,453	47,214	56,975	66,736	76,497	86,258	96,019	105,780	115,541	125,302	135,063	144,824	154,585	164,346
		85% SMI	27,693	37,454	47,215	56,976	66,737	76,498	86,259	96,020	105,781	115,542	125,303	135,064	144,825	154,586	164,347
13.60	6.80		29,624	40,066	50,508	60,950	71,392	81,834	92,276	102,718	113,160	123,602	134,044	144,486	154,928	165,370	175,812
		85% SMI	29,625	40,067	50,509	60,951	71,393	81,835	92,277	102,719	113,161	123,603	134,045	144,487	154,929	165,371	175,813
			34,166	44,678	55,191	65,703	76,216	86,728									

Parents receiving hourly care pay up to the part time fee.

Note: 10% Parent Fee was calculated using 260 days.

Refer to 6M-4.400, F.A.C.

Income 85% State Median Income:Upper threshold for eligibility

Please answer the following questions:

(1) If there is a sibling discount what is the percentage? 50%

(2) If any family pays more than 10% of their gross income for child care, please complete and attach the justification form that explains how the fees will not limit parent access to services. N/A

2021 Poverty Level (FPL) effective January 13, 2021
LIHEAP IM 2020-02 State Median Income Estimates

ATTACHMENT 7-A

PROVIDER REIMBURSEMENT RATE SCHEDULE Baker County

EARLY LEARNING COALITION OF NORTH FLORIDA								
Baker County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/2021)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	27.02	5.40	36.00	7.20	35.00	7.00	-
TOD	12<24 MTH	22.10	4.42	27.20	5.44	27.20	5.44	-
2YR	24 <36 MTH	20.40	4.08	26.35	5.27	25.50	5.10	-
PR3	36 <48 MTH	16.69	3.34	22.50	4.50	22.50	4.50	-
PR4	48 <60 MTH	16.69	3.34	22.50	4.50	21.00	4.20	-
PR5	60 <72 MTH	16.69	3.34	21.00	4.20	20.78	4.16	-
SCH	In School	13.48	2.70	12.84	2.57	12.84	2.57	-
SPCR	Special Needs	27.02	5.40	36.00	7.20	35.00	7.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	27.00	5.40	29.00	5.80	27.00	5.40	-
TOD	12<24 MTH	22.10	4.42	21.25	4.25	21.25	4.25	-
2YR	24 <36 MTH	20.40	4.08	21.25	4.25	21.25	4.25	-
PR3	36 <48 MTH	15.75	3.15	18.00	3.60	17.25	3.45	-
PR4	48 <60 MTH	15.75	3.15	17.25	3.45	16.50	3.30	-
PR5	60 <72 MTH	15.75	3.15	16.50	3.30	16.50	3.30	-
SCH	In School	8.56	1.71	8.56	1.71	8.56	1.71	-
SPCR	Special Needs	27.00	5.40	29.00	5.80	27.00	5.40	-

ATTACHMENT 7-B

PROVIDER REIMBURSEMENT RATE SCHEDULE Bradford County

EARLY LEARNING COALITION OF NORTH FLORIDA								
Bradford County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/2021)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	40.00	8.00	36.00	7.20	35.00	7.00	-
TOD	12<24 MTH	20.40	4.08	27.20	5.44	27.20	5.44	-
2YR	24 <36 MTH	18.70	3.74	26.35	5.27	25.50	5.10	-
PR3	36 <48 MTH	16.69	3.34	22.50	4.50	22.50	4.50	-
PR4	48 <60 MTH	16.69	3.34	22.50	4.50	21.00	4.20	-
PR5	60 <72 MTH	16.69	3.34	21.00	4.20	20.78	4.16	-
SCH	In School	12.84	2.57	12.84	2.57	12.84	2.57	-
SPCR	Special Needs	40.00	8.00	36.00	7.20	35.00	7.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	35.00	7.00	29.00	5.80	27.00	5.40	-
TOD	12<24 MTH	15.00	3.00	21.25	4.25	21.25	4.25	-
2YR	24 <36 MTH	12.75	2.55	21.25	4.25	21.25	4.25	-
PR3	36 <48 MTH	11.25	2.25	18.00	3.60	17.25	3.45	-
PR4	48 <60 MTH	11.25	2.25	17.25	3.45	16.50	3.30	-
PR5	60 <72 MTH	11.25	2.25	16.50	3.30	16.50	3.30	-
SCH	In School	9.63	1.93	8.56	1.71	8.56	1.71	-
SPCR	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	-

ATTACHMENT 7-C

PROVIDER REIMBURSEMENT RATE SCHEDULE Clay County

EARLY LEARNING COALITION OF NORTH FLORIDA								
Clay County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/2021)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	40.00	8.00	36.00	7.20	32.33	6.47	-
TOD	12<24 MTH	30.60	6.12	27.20	5.44	27.20	5.44	-
2YR	24 <36 MTH	28.90	5.78	27.20	5.44	27.20	5.44	-
PR3	36 <48 MTH	22.50	4.50	22.50	4.50	22.50	4.50	-
PR4	48 <60 MTH	22.50	4.50	22.50	4.50	20.78	4.16	-
PR5	60 <72 MTH	20.25	4.05	21.00	4.20	20.78	4.16	-
SCH	In School	16.05	3.21	12.84	2.57	12.84	2.57	-
SPCR	Special Needs	40.00	8.00	36.00	7.20	32.33	6.47	-
Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	32.00	6.40	32.00	6.40	32.00	6.40	-
TOD	12<24 MTH	23.80	4.76	22.10	4.42	22.10	4.42	-
2YR	24 <36 MTH	22.95	4.59	21.25	4.25	20.40	4.08	-
PR3	36 <48 MTH	18.75	3.75	18.00	3.60	18.00	3.60	-
PR4	48 <60 MTH	18.75	3.75	18.00	3.60	18.00	3.60	-
PR5	60 <72 MTH	15.00	3.00	18.00	3.60	18.00	3.60	-
SCH	In School	10.79	2.16	10.91	2.18	10.91	2.18	-
SPCR	Special Needs	32.00	6.40	32.00	6.40	32.00	6.40	-

ATTACHMENT 7-D

PROVIDER REIMBURSEMENT RATE SCHEDULE Nassau County

	EARLY LEARNING COALITION OF NORTH FLORIDA
	Nassau County
	DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/2021)

Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	34.00	6.80	36.00	7.20	35.00	7.00	-
TOD	12<24 MTH	28.05	5.61	27.20	5.44	27.20	5.44	-
2YR	24 <36 MTH	28.05	5.61	26.35	5.27	25.50	5.10	-
PR3	36 <48 MTH	24.00	4.80	22.50	4.50	22.50	4.50	-
PR4	48 <60 MTH	20.25	4.05	22.50	4.50	21.00	4.20	-
PR5	60 <72 MTH	20.25	4.05	21.00	4.20	20.78	4.16	-
SCH	In School	14.12	2.82	12.84	2.57	12.84	2.57	-
SPCR	Special Needs	34.00	6.80	36.00	7.20	35.00	7.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	35.00	7.00	29.00	5.80	27.00	5.40	-
TOD	12<24 MTH	31.17	6.23	21.25	4.25	21.25	4.25	-
2YR	24 <36 MTH	31.17	6.23	21.25	4.25	21.25	4.25	-
PR3	36 <48 MTH	19.50	3.90	18.00	3.60	17.25	3.45	-
PR4	48 <60 MTH	19.50	3.90	17.25	3.45	16.50	3.30	-
PR5	60 <72 MTH	19.50	3.90	16.50	3.30	16.50	3.30	-
SCH	In School	8.56	1.71	8.56	1.71	8.56	1.71	-
SPCR	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	-

ATTACHMENT 7-E

PROVIDER REIMBURSEMENT RATE SCHEDULE Putnam County

EARLY LEARNING COALITION OF NORTH FLORIDA								
Putnam County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/2021)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	31.41	6.28	36.00	7.20	23.43	4.69	-
TOD	12<24 MTH	23.82	4.76	27.20	5.44	19.90	3.98	-
2YR	24 <36 MTH	21.59	4.32	26.35	5.27	17.12	3.42	-
PR3	36 <48 MTH	17.25	3.45	22.50	4.50	16.05	3.21	-
PR4	48 <60 MTH	15.75	3.15	22.50	4.50	16.05	3.21	-
PR5	60 <72 MTH	15.75	3.15	21.00	4.20	16.05	3.21	-
SCH	In School	13.91	2.78	13.91	2.78	13.91	2.78	-
SPCR	Special Needs	31.41	6.28	36.00	7.20	23.43	4.69	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	25.00	5.00	29.00	5.80	17.56	3.51	-
TOD	12<24 MTH	18.70	3.74	21.25	4.25	13.60	2.72	-
2YR	24 <36 MTH	17.00	3.40	21.25	4.25	13.60	2.72	-
PR3	36 <48 MTH	14.25	2.85	18.00	3.60	12.04	2.41	-
PR4	48 <60 MTH	14.25	2.85	17.25	3.45	12.04	2.41	-
PR5	60 <72 MTH	14.25	2.85	16.50	3.30	12.04	2.41	-
SCH	In School	10.43	2.09	10.43	2.09	10.43	2.09	-
SPCR	Special Needs	25.00	5.00	29.00	5.80	17.56	3.51	-

ATTACHMENT 7-F

PROVIDER REIMBURSEMENT RATE SCHEDULE St. Johns County

EARLY LEARNING COALITION OF NORTH FLORIDA								
St. Johns County								
DAILY PAYMENT-RATE SCHEDULE (Effective 01/01/2021)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	53.00	10.60	36.00	7.20	30.00	6.00	-
TOD	12<24 MTH	38.25	7.65	27.20	5.44	22.95	4.59	-
2YR	24 <36 MTH	36.55	7.31	26.35	5.27	22.95	4.59	-
PR3	36 <48 MTH	31.50	6.30	22.50	4.50	20.54	4.11	-
PR4	48 <60 MTH	29.25	5.85	22.50	4.50	18.83	3.77	-
PR5	60 <72 MTH	29.25	5.85	21.00	4.20	18.83	3.77	-
SCH	In School	20.38	4.08	15.41	3.08	15.41	3.08	-
SPCR	Special Needs	53.00	10.60	36.00	7.20	30.00	6.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
INF	<12 MTH	43.20	8.64	29.00	5.80	27.00	5.40	-
TOD	12<24 MTH	36.55	7.31	21.25	4.25	21.25	4.25	-
2YR	24 <36 MTH	34.85	6.97	21.25	4.25	21.25	4.25	-
PR3	36 <48 MTH	28.50	5.70	18.00	3.60	17.25	3.45	-
PR4	48 <60 MTH	28.50	5.70	17.25	3.45	16.50	3.30	-
PR5	60 <72 MTH	28.50	5.70	16.50	3.30	16.50	3.30	-
SCH	In School	12.41	2.48	11.56	2.31	11.56	2.31	-
SPCR	Special Needs	43.20	8.64	29.00	5.80	27.00	5.40	-

ATTACHMENT 8

HOLIDAY SCHEDULE

- Independence Day
 - Labor Day (first Monday in September)
 - Veterans Day (November 11)
 - Thanksgiving Day (fourth Thursday in November)
 - Friday after Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King Jr. Day (third Monday in January)
 - Memorial Day (last Monday in May)
-
- Saturday holidays are observed the Friday before, and on the Monday after for holidays that occur on Sundays.
 - In addition to the officially observed holidays, state employees receive **one personal paid holiday each year** when each employee is hired and every year thereafter on July 1. This holiday must be used on or before June 30 of the following year or employees will lose it. OEL subrecipients that wish to observe (provide paid holiday time) for other federal or regional holidays must fund these costs with non-OEL/non-program funds.

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ATTACHMENT 9 SCHOOL READINESS BUDGET

State of Florida Notice of Award No. EL431	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	2001FLTANF (27.48%)
93.575 / CCDF Discretionary	G2001FLCCDD (45.45%)
93.596 / CCDF Mandatory	G2001FLCCDF (6.24%)
93.596 / CCDF Matching and MOE	G2001FLCCDM (20.74%)
93.667 / SSBG	G2001FLS0SR (0.07%)
	Grand Total 100%

Description	OCA	Contractor Dollar Amounts	Coalition Dollar Amounts	Total Contractor and Coalition
General Administration	97BBA, 97FIR, 97LCA	\$_____	\$_____	\$_____
Non-direct Services	97BBD	\$_____	\$_____	\$_____
Systems	97SYS	\$_____	\$_____	\$_____
Eligibility Determination	97BDE	\$_____	\$_____	\$_____
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	\$_____	\$_____	\$_____
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$_____	\$_____	\$_____
Inclusion	97QIN	\$_____	\$_____	\$_____
Resource & Referral	97Q14	\$_____	\$_____	\$_____
Total Non-Slots (Non-Direct)				
Gold Seal Payments	97GSD	\$_____	\$_____	\$_____
Performance Funding	QPIIPD, QPICA, QPIPQ, QPICQ	\$_____	\$_____	\$_____

SR Matching Funding	\$ _____	\$ _____	\$ _____
Slots	\$ _____	\$ _____	\$ _____
Total Slots (Direct Services)	\$ _____	\$ _____	\$ _____
Grand Totals	\$ _____	\$ _____	\$ _____
			NOA Total

**ATTACHMENT 10
VOLUNTARY PREKINDERGARTEN BUDGET**

Contractor and

The Early Learning Coalition of North Florida

VPK Budget

DUNS # 130220796

State of Florida Notice of Award No. EL431 /CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPAD M	\$ _____
VPK Enrollment	VPEN R	\$ _____
VPK Monitoring	VPMO N	\$ _____
Total Contractor Administrative Costs (up to 3.6% of slots earned)		\$ _____
<u>Coalition</u> Administrative Costs (up to 0.4% of slots earned)		\$ _____
Total Non-Slots (Contractor + Coalition) (4% of slots earned)		\$ _____
Direct Services - Slots		\$ _____
Grand Total		\$ _____

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

NOTICE OF AWARD NUMBER OA431 / CFSA#48.108 (100%)	
Total (for VPK outreach/awareness, and monitoring)	\$ _____

ATTACHMENT 11
Prior Approval Program Guidance

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

OF INTEREST TO

The Office of Early Learning (OEL, the Office), Early Learning Coalitions (ELCs, Coalitions), and other direct subrecipients of OEL implementing federal and state early learning programs.

AUTHORITY

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

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

BACKGROUND

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

Per 45 CFR 75.407, under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to be determined. In order to avoid subsequent disallowance or dispute based on unreasonableness or non-allocability, coalitions and other direct subrecipients may seek the prior written approval from OEL in advance of the incurrence of special or unusual costs. Prior written approval should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability as described under certain circumstances within of 2 CFR §200.407 and parts of 45 CFR §75.407.

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

DEFINITIONS

Prior Written Approval

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

Authorized Official

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

INSTRUCTIONS

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

To request prior approval from OEL: See Attachment IV - OEL How to Submit a Prior Approval Request

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

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

OEL DISPOSITION

OEL will respond to submitted prior approval requests via the Office of Early Learning Financial Administration and Budget Portal within five business days from the date the request is submitted to OEL. OEL will notify the requestor if additional processing time is needed due to substantial research by the Office or where federal approval may be required.

OEL will provide the final disposition (approved or declined) on the prior approval request via the Office of Early Learning Financial Administration and Budget Portal.

Prior approval by OEL is only applicable to transactions funded in full or in part by monies received directly from OEL and other early learning related transactions funded by other monies subject to federal/state laws, rules, and program regulations (i.e., program income, match donations, etc.).

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

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

Please note: Costs submitted for prior approval remain subject to applicable federal/state grant program laws, rules, regulations and guidance regarding allowability. Prior approval does not limit OEL's ability to assess potential questioned or disallowed costs if a transaction receives prior approval but is later found to be prohibited.

EFFECTIVE DATE

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

Revised June 30, 2017; effective date July 1, 2017. Revised and reissued July 1, 2019.

ATTACHMENTS

Attachment III - Prior Approval Reference Guide

Attachment IV - How to Submit a Prior Approval Request

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

ATTACHMENT 12

Prior Approval Reference Guide

Program Guidance 240.05 (Attachment III) Prior Approval Reference Guide

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

Administrative Requirement / Cost Item	Reference/Citation	Description	Is annual approval
Equipment	2 CFR §200.313(a)(2); 45 CFR §75.320(c)	Encumber the title of property acquired under a federal award. This will be required only for assets with value greater than \$5,000, based on FDOE Green Book instructions provided at state level.	No ¹
	2 CFR §200.313(e); 45 CFR §75.320(e)	Instructions for disposition of equipment acquired under a federal award no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency. This will be required only for assets with value greater than \$5,000, based on FDOE Green Book instructions provided at state level.	No ¹
Equipment and other capital expenditures	2 CFR §200.439(b)(1); 45 CFR §75.439(b)(1)	Direct charge capital expenditures for general purpose equipment, buildings and land.	No ¹
	2 CFR §200.439(b)(2); 45 CFR §75.439(b)(2)	Capital expenditures for special purpose equipment.	No ¹
	2 CFR §200.439(b)(3); 45 CFR §75.439(b)(3)	Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life.	No ¹
Exchange rates	2 CFR §200.440(a); 45 CFR §75.440(a)	Cost increases for fluctuations in exchange rates which results in the need for additional federal funding or significantly reduce the scope of the project.	No ¹
Fines, penalties, damages and other settlements	2 CFR §200.441; 45 CFR §75.441	Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations.	No ¹
Fixed amount awards	2 CFR § 200.201(b)(5); 45 CFR § 75.201 paragraph (b)(5)	Changes in principal investigator, project leader, project partner, or scope of effort.	No ¹
Fixed amount subawards	2 CFR §200.332; 45 CFR §75.353	Provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided the subawards meet the requirements for fixed amount awards in 2 CFR §200.201 or 45 CFR §75.353.	No ¹

Administrative Requirement / Cost Item	Reference/Citation	Description	Is annual approval
Fund raising and investment management costs	2 CFR §200.442(a); 45 CFR §75.442(a)	Fund raising costs for the purposes of meeting the federal program objectives.	No ¹
Goods or services for personal use	2 CFR §200.445(b); 45 CFR §75.445(b)	Direct costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.	No ¹
Insurance and indemnification	2 CFR §200.447(b)(2); 45 CFR §75.447(b)(2)	Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, federal government property.	No ¹
Intangible property	2 CFR §200.315(a); 45 CFR §75.315(a)	Encumber the title of property acquired under a federal award.	No ¹
Memberships, subscriptions, and professional activity costs	2 CFR §200.454(c); 45 CFR §75.454(c)	Costs of membership in any civic or community organization.	Yes
Organization costs	2 CFR §200.455; 45 CFR §75.455	Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization of an organization.	No ¹
Participant support costs	2 CFR §200.456; 45 CFR §75.456	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.	Yes
Pre-award costs	2 CFR §200.458; 45 CFR §75.458	Costs incurred prior to the effective date of the federal award directly pursuant to the negotiation and in anticipation of the federal award where such costs are necessary for efficient and timely performance of the scope of work.	Yes

Administrative Requirement / Cost Item	Reference/Citation	Description	Is annual approval
Program income	2 CFR §200.307(e)(2); 45 CFR §75.307	Program income may be added to the award.	No ¹
	2 CFR § 200.307(e)(3); 45 CFR § 75.307	Program income may be used to meet the cost sharing or matching requirement of the federal award.	No ¹
Real property	2 CFR §200.311(b) and (c); 45 CFR §75.318(b) and (c)	Use of real property and disposition instructions for real property acquired or improved under a federal award when it is no longer needed for the originally authorized purpose.	No ¹
Rearrangement and reconversion costs	2 CFR §200.462(a); 45 CFR §75.462(a)	Direct cost for special arrangements and alterations costs incurred specifically for a federal award.	No ¹
Revision of budget and program plans	2 CFR § 200.308(c); 45 CFR § 75.308(c)	Listed program or budget-related changes.	No ¹
Selling and marketing costs	2 CFR § 200.467; 45 CFR § 75.467	Direct costs of selling and marketing any products or services when necessary for the performance of the federal award.	No ¹
Taxes (including Value Added Tax)	2 CFR § 200.470(c); 45 CFR § 75.470	Use of the foreign government value added tax refunds for approved activities under the federal award (where the federal award has not expired).	No ¹
Travel costs	2 CFR §200.474(a); 45 CFR §75.474(a)	Travel costs of governmental officials covered by 2 CFR §200.444 and 45 CFR §75.444 when specifically related to the federal award.	No ¹
	2 CFR §200.474(b)(2); 45 CFR §75.474(b)(2)	Travel costs for dependents of six months or more in duration.	No ¹

¹
Note: Requires individual approval

ATTACHMENT 13

ANNUAL INTERNAL CONTROL CERTIFICATION FORM

ANNUAL INTERNAL CONTROLS ASSURANCE

The Contractor certifies and assures, by checking the items below, that as of July 1 of each grant award period the Contractor is compliant with and has processes in place to address all internal control elements described below. This certification is distinct from the self-assessment Internal Control Questionnaire (ICQ) which should be provided by the Coalition by **August 31** of each award period, unless otherwise specified by OEL or the Coalition.

Compliance and Reporting for Internal Controls

Oversight and Monitoring Resolution Process (for internal operations and sub-recipients)

Procurement and Contracting

Prior Approval Procedures

Cost Allocation

Sarbanes Oxley Act (2002)

Financial Management Systems

Records Management

Property Management

Confidentiality of Data (includes IT related issues)

Equal Opportunity Procedures

Electronic Submission of Confidential Data

Name and Title of Authorized Representative

Date

Signature

ATTACHMENT 14

Filing and Payment of Taxes Certification

CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

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

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

AND

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

AND

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

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 15

CONTRACT ASSURANCES AND CERTIFICATIONS

The Coalition will not award a contract where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. **Assurances – Non-Construction Programs**
- B. **Certification Regarding Convicted and Discriminatory Vendor List, Section 287.133 Florida Statutes**
- C. **Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes**
- D. **Facility Accessibility Statement**
- E. **Separation of VPK and SR Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54**
- F. **Audit Requirements**
- G. **Certification Regarding Immigration Status**
- H. **Certification Regarding Standards of Conduct**
- I. **Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organizations for Reform Now (ACORN)**
- J. **The Transparency Act -**
- K. **Scrutinized Companies Lists Provisions and Certification (s. 287.135, F.S.)**
- L. **Certification Regarding Subrecipient Monitoring**
- M. **Assurance for Proper Expenditure Reporting**
- N. **CCDF Salary Cap Annual Testing Requirements**
- O. **Certification Regarding Non-profit Organization Status as a Non-major Corporation**
- P. **Certification of Cost Allocation Plan or Indirect Cost Rate Proposal**
- Q. **Procurement of Recovered Materials**
- R. **Assurances - Construction Programs, if applicable**
- S. **Other Miscellaneous/General Disclosures**
- T. **Conflicts of Interest**
- U. **Procurements and other Purchases**
- V. **Property**
- W. **Purchase of American-Made Equipment and Products**
- X. **Reporting of Matters Related to Recipient Integrity and Performance**
- Y. **Compensation Report Requirements**

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

A. Assurances – Non-Construction Programs

NOTE: Certain of these Assurances may not be applicable to the Contractor's project or program. If you have questions, please contact the Coalition.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Agreement.
2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
3. Will establish safeguards to prohibit employees and Board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the Coalition.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to **nondiscrimination**. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the **Davis-Bacon Act** (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements. When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Department of Labor regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.
 - For projects involving construction –
 - The project is not inconsistent with the Florida DOE’s overall plans for the construction of school facilities.
 - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
 - When federal program legislation requires, all construction contracts the recipients and subrecipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with **environmental standards** which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clear

Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
15. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB 2 CFR § 200 Uniform Audit Requirements, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
16. Will administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
17. Will comply with all applicable requirements of all other federal and state laws, executive order, regulations, and policies governing each funded program.
18. Will submit such reports as described in this agreement to the requesting agency to perform their duties. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
19. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
20. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.

B. Certification Regarding Convicted Vendor List and Discriminatory Vendor List, Section 287.133 Florida Statutes

The Contractor hereby assures, through the duly appointed authorized representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, no placed on the convicted vendor list, suspended vendor list, or discriminatory vendor list, pursuant to s. 287.134, Florida Statutes, all of which are located at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

The Contractor understands and agrees that it is required to inform the Coalition immediately upon any change of circumstances regarding this status.

C. Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes

- (1) It shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- (2) The first violation of subsection (1) shall be a non-criminal violation as defined in s. 775.08(3) and, upon conviction, shall be punishable as provided in s. 775.082(5) by a civil fine of not more than \$500, regardless of the number of aliens with respect to whom the violation occurred.
- (3) Any person who has been previously convicted for a violation of subsection (1) and who thereafter violates subsection (1), shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Any such subsequent violation of this section shall constitute a separate offense with respect to each unauthorized alien.

D. Facility Accessibility Statement

The Contractor attests that all program facilities have been properly inspected and evaluated for accessibility for all program participants, employees, and the general public. The contractor attests that all facilities have been determined to be up to code through appropriate building inspections.

E. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54

The Voluntary Prekindergarten (VPK) Education Program and the School Readiness Programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds. Records shall adequately identify the source and application of funds by OCA for each program/activity.

The Contractor hereby certifies that:

All School Readiness (Child Care Development fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue and matching) funds will be expended solely for the operation of the School Readiness Programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds disbursed for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.

F. Audit Requirements

The administration of resources awarded by the Coalition to the Contractor (also referred to in this section as the “Grantee”) and of all related public, private funds and local resources received and expended for the state’s early learning programs will be subject to audits and monitoring by the Office as described BELOW:

A. Accounting and auditing requirements

1. During the course of any state fiscal year, the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States or any of their duly authorized representatives may review operations of and records from the Contractor.
2. Any of the above-listed reviews may identify questioned costs. The Contractor shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04, F.S., and 2 CFR §200, require Contractors to repay disallowed federal and state program costs. Contractors/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
3. The Contractor agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR §200 Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

B. Monitoring

1. **Monitoring activities.** The Office is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function and activity. Such monitoring activities may include, but are not limited to, onsite visits by OEL/ELC staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes OEL/ELC deems appropriate. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the HHS, the Florida DFS or the Florida Auditor General.
2. **Related party disclosures.** The Contractor shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 850, *Related Party Disclosures*. In addition, the grantee shall comply with all applicable provisions of Chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(8), F.S. and s. 1002.84(20), F.S. for related party transactions.
 - 2.1. Documentation of related party activity to support proper written notification to the entity’s governing board is required and must be submitted to OEL for review/acceptance. Such supporting documentation includes the following items.
 - 2.1.1. The impacted individual must complete the necessary conflict of interest disclosure forms.
 - 2.1.2. Any governing board member(s) benefitting from the activity must disclose in advance in writing the conflict of interest and must abstain from the vote process.
 - 2.1.3. Meeting minutes that reflect a valid vote of approval by two-thirds vote of the entire membership of the governing board.
 - 2.1.4. A copy of the agreement or written summary of the transaction including the start date, purpose, amount/cost incurred and funding/OCA code(s) charged.
 - 2.1.5. Related documentation to verify compliance with state purchasing rules.
 - 2.2. No related party activities may be executed without approval from the Office.
 - 2.2.1. Transactions under \$25,000 must be submitted to OEL for processing within 30 days after receipt of governing board approval.

- 2.2.2. Transactions of \$25,000 or more must be submitted to OEL for prior written approval before the contract/agreement/activity can be executed.
- 2.3. Related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:
 - 2.3.1. May be financial or non-financial.
 - 2.3.2. May include actual, potential and perceived conflicts of interest.
 - 2.3.3. Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.
 - 2.3.4. May occur due to governing board members and/or active entity employees.
- 2.4. Each ELC shall submit one electronic copy of the support files described above in Section 2.1 and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI – List of Reports. If the ELC does not have access to the OEL SharePoint site, OEL will provide alternative written instructions.
- 3. **Internal controls** – auditor documentation. The Contractor shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The Contractor shall keep these work papers onsite as part of its financial records and shall provide a copy to OEL/ELC as part of the financial reporting package as instructed in section C.3. Report Submission, below.
- 4. **Internal controls – annual self-assessment.** The Contractor must perform an internal controls self-assessment using OEL’s annual Internal Control Questionnaire (ICQ) Survey Form. The Contractor shall provide a copy of the completed annual ICQ to ELC, as instructed below, by **August 31** of each grant award period unless ELC provides other written instructions.
 - 4.1. The annual ICQ will help the Contractor document that the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 CFR §200.303:
 - 4.1.1. The Contractor properly records and accounts for transactions.
 - 4.1.2. The Contractor executes transactions in compliance with laws, regulations and contract provisions.
 - 4.1.3. The Contractor safeguards funds, property and other assets against loss due to unauthorized use or disposition.
 - 4.1.4. Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
 - 4.2. OEL/ELC will provide the annual ICQ form in electronic format to the Contractor by **July 1** of each award period, unless OEL/ELC makes other arrangements.

C. **Audits**

1. **Federally-funded**

This section is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR §200. A web site that provides links to several Federal Single Audit Act resources can be found at: Federal Single Audit Act Resources.

- 1.1. According to the Subpart F-Audits 45 CFR §75.501(a), non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).
- 1.2. The Office’s Notice of Award indicates Federal resources awarded through the Office/ELC by this agreement. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Office/ELC. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements. The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant in accordance with OEL Program Guidance 440.10 – Match Reporting.
 - 1.2.1. The Contractor shall fully disclose in the audit report all questioned costs and liabilities due to OEL/ELC with reference to the OEL/ELC grant award(s), agreement(s) or contract(s) involved.

- 1.2.2. The audit procedures and Single Audit reports must include OEL's/ELC's annual financial and programmatic monitoring report results, as applicable.
- 1.3. The Contractor is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.
- 1.4. If the Contractor expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of 2 CFR §200, then the cost of the audit must be paid from non-federal resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).

2. State-funded

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

- 2.1. The Office's Notice of Award indicates State resources awarded through the Office/ELC by this agreement. In determining the State awards expended in its fiscal year, the Contractor shall consider all sources of State awards, including State resources received from the Office/ELC.
- 2.2. In the event the Contractor expends \$750,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Florida Single Audit Act; Chapter 69I-5, F.A.C.; Chapter 10.550 (local governmental entities) or Rule 61H1-20.0093, F.A.C., Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 2.3. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Office/ELC, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- 2.4. If the Contractor expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).
- 2.5. Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
- 2.6. Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

3. Special Audit Testing Requirements

- 3.1. It is essential that the audit firm test the Contractor's monthly reconciliation of its financial records to the Single Statewide Information System (SSIS). As an alternative, and upon written authorization from OEL, the auditors may test acceptable equivalent alternative supporting documentation files of the ELC, if temporary transitioning SSIS system functionality issues occur. To report on the audit tests performed, the auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) the Coalition staff performs this reconciliation monthly; (b) 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 (or acceptable equivalent documentation files tested/audited upon issuance of written authorization from OEL) were reconciled and in agreement as of the annual program year end (June 30th). Finally, a statement must be included to indicate the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by OEL/ELC staff upon request.
- 3.2. If such testing was not completed, or if these statements are missing from the annual audit report, the auditor's annual procedures will be considered incomplete/deficient and the Contractor will receive notice of such in the OIG's/ELC's annual Management Decision.
- 3.3. All funds administered by the Contractor must be included in the audit coverage. This includes funds that are provided to any auxiliary entity over which the Contractor exercises controlling influence, such as a foundation. For purposes of this Agreement, all foundations or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

- 3.4. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose and summarized financial data including total assets, liabilities, net assets, revenues, expenditures, and the entity's relationship to the Contractor's activities. The auditor may need to provide other disclosures and presentations (such as consolidated financial statements) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities such as FASB Statement of Position (SOP) 94-3.

4. Report submission

- 4.1. Copies of reporting packages (including any management letter issued by the auditor and the Contractor's written corrective action plan response(s)) for federal Single Audits required by Sections C.1. and C.2. above shall be submitted as required by 2 CFR §200.512, by or on behalf of the Contractor directly to each of the addresses indicated.
- 4.2. Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the **Coalition's Finance Manager** and the Office of Early Learning at the following address:
Office of Early Learning
Financial Management Systems Assurance Section (FMSAS)
Email – OEL.Questions@oel.myflorida.com
Website – OEL Share Point site:
OEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/2017-18 FMSAS/Annual Audit Report Files
- 4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of **30 days after receipt or nine months after the fiscal year's end of the audit period**.
- 4.4. Submit one paper copy by mail and one electronic copy of the financial reporting package to the **Coalition's Finance Manager** and the Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
Website: www.myflorida.com/audgen
The Contractor shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the Contractor for the reporting package.
- 4.5. All items Auditor General Rule 10.656(3) requires, as described on the Auditor General's Financial Reporting Package Submittal Checklist and the related checklist instructions must be included for a reporting package to be considered complete.

G. Certification Regarding Immigration Status

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

H. Certification Regarding Standards of Conduct

The Contractor certifies that it shall comply with the provisions of the Health and Human Services Grant Policy Statement and **45 CFR 92.36(b)(3)** regarding standards of conduct by establishing safeguards, written policies and training procedures to prohibit employees and Board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

I. Certification Prohibiting Distribution of Funds to the Association of Community Organizations for Reform Now (ACORN)

In accordance with Public Law 111-117, no federal funds made available under the Early Learning Grant Agreement may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

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

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

HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of “the Transparency Act” (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at [the USDHHS ACF website](#).
This assurance **may require a **separate form** to be completed and submitted to the Coalition by August 1 of each contract/fiscal year.

K. Scrutinized Companies Lists Provisions and Certification (s. 287.135, F.S.)

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

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

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

L. Certification Regarding Subrecipient Monitoring

The Contractor certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subrecipients, or will establish and implement these monitoring procedures should the Contractor acquire a subrecipient.

M. Assurance for Proper Expenditure Reporting

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

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

N. CCDF Salary Cap Annual Testing Requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that Contractor may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. Contractors may not use CCDF award funds to pay an individual’s salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for **calendar year 2021 is \$199,300** and is accessible annually at [the U.S. Office of Personnel Management website](#), <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, then “Executive & Senior Level Employee Pay Tables”, then “Rates of Pay for the Executive Schedule”. (However, for 2021/2022 contract this information was retrieved from the “Related Information” portion of webpage, “Executive Order for 2021 Pay Schedules”, page 6.) This amount reflects an individual’s base salary without fringe benefits

and income that an individual may earn outside of the duties to the applicant organization. The Contractor shall apply this salary limitation to subawards/subcontracts under this agreement.

1. ELC subrecipients may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. ELC subrecipients must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. ELC subrecipients should perform and document an annual analysis using W-2 data.
4. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.

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

O. Certification Regarding Non-profit Organization Status as a Non-major Corporation

In accordance with 2 CFR §200.415, *Required Certifications*, the non-profit organization as appropriate must certify it does not meet the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct Federal funding.

The Contractor is not a major nonprofit organization.

The Contractor is a major nonprofit organization.

P. Certification of Cost Allocation Plan or Indirect Cost Rate Proposal

In accordance with 2 CFR §200.415, *Required Certifications*, the Contractor must certify the submitted cost allocation plan or indirect cost rate proposal, as instructed by the Coalition. OEL's current cost allocation plan guidance instructs that no indirect cost rates are required or used by the Office at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details please contact OEL.

Q. Procurement of Recovered Materials

(a) Pursuant to 2 CFR §§200.317, *Procurements by states*, and §200.322, *Procurement of recovered materials*, the Contractor will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.

- (i) Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - (ii) Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - (iii) Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.
- (b) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The ELC shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (c) Paragraph (b) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Coalition: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

R. Assurances – Construction Programs – required by OMB Standard Form SF 424D, see SF-424D Construction Programs – IF APPLICABLE. Note – Certain of these assurances may not be applicable to the Contractor's operations. Please contact the OEL/ELC with questions.

S. Other Assurances – Miscellaneous/General Disclosures

As the Contractor's duly authorized representative, I certify that the Contractor –

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after executing the contract.
5. Will administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Will submit required reports as described in this agreement to the ELC, Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
13. Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the contract.
14. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), if applicable, that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, the Contractor will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
16. Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).
17. Will not use federal funds awarded under this Agreement to be used for construction or the purchase of land.
18. Will comply with [Human Trafficking Requirements](#). **Trafficking Victims Protection Act of 2000 (TVPA)** are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended).
19. **Prohibition on certain telecommunications and video surveillance services or equipment**
As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: (a) Procure or obtain,

(b) Extend or renew a contract to procure or obtain; or (c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.

3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

- 20. Protection of human subjects** The Contractor will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this agreement.

T. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the ELC must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
 - If the Contractor has a parent, affiliate or subsidiary organization that is not a state or local government the Contractor must also maintain written standards of conduct covering organization conflicts of interest.
 - Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
 - The Contractor's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.
2. Related party contracts. Pursuant to state statute and OEL/ELC instructions (s. 1002.84(20), F.S.), the Contractor shall provide OEL/ELC contract documentation for any contracts with Contractor employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The Contractor must comply with disclosure and reporting requirements in state statute and OEL/ELC instructions (s. 1002.84(20), F.S.).
 1. Any governing board member(s) benefitting from Contractor agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
 2. The impacted individual must complete the necessary conflict of interest disclosure forms.
 3. The Contractor shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the Contractor's board, a quorum must be established.
 4. The Contractor shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL/ELC's prior approval.
 5. The Contractor does not have to obtain OEL/ELC's prior approval for contracts below \$25,000.
 - 5.1. However, the Contractor must adequately disclose and properly report and track such contract activity.
 - 5.2. The Contractor shall report such contracts to OEL/ELC within 30 days after receiving approval from the governing board.

U. Procurements and other Purchases

The Contractor must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the Contractor is not required to competitively procure direct service providers for the SR or VPK Education Programs. The Contractor must have documented

procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326.

V. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The Contractor shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The Contractor shall include in all subrecipient contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the Contractor upon contract termination.
2. In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the Contractor under this agreement shall be vested in the Contractor; however, title and ownership shall be transferred to the ELC upon termination of the Contractor's participation in early learning programs, unless otherwise authorized in writing by OEL/ELC. All property required to be returned to the ELC will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and 69I-73.002, F.A.C.
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 \$5,000, whether classified as equipment, technology item or supplies must be safeguarded. The Contractor shall 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, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, property shall not be purchased with program funds without prior approval from OEL/ELC.
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 Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
7. Based on Section 273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 8.
8. Proceeds received from the sale of property with a current per unit fair market value up to \$5,000 may be retained at the ELC level to be used to support ongoing operations of the same program that obtained or purchased the property item(s) sold. 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 Procedures. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the Contractor is no longer receiving funds for the particular project or program, and at the discretion of OEL, 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 ELC/OEL.

W. Purchase of American-made Equipment and Products

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

X . Reporting of Matters Related to Recipient Integrity and Performance

Unless exempt from these requirements per OMB guidance at 2 CFR Appendix XII, Part 200, the Contractor shall maintain current information reported to the System for Award Management (SAM) as described elsewhere in this contract. Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIS) and OEL is required to review and consider this and other publicly available information to evaluate/review risk related to the Contractor's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), Requirements for pass-through entities.

Y. Compensation Report Requirements

1. In compliance with the Florida Governor's Executive Order Number 20-44, OEL is responsible for obtaining detailed information about annual compensation and related benefits provided to executive leadership teams for all OEL subrecipients. Each ELC/entity shall submit the following forms/data items:
 - 1.1. Completed Annual Form 990, Return of Organization Exempt from Income Tax. Complete this form and all related attachments using instructions provided by the Department of the Treasury, Internal Revenue Service (IRS).
 - 1.2. Submit notice to OEL for any changes in total executive compensation, including executive director/Chief Executive Officer (CEO) and their direct reports, between annual compensation reports.
 - 1.2.1. OEL's annual compensation reports are described in the prior section, *CCDF Salary Cap annual testing requirements*.
 - 1.2.2. ELCs/Sub-recipients shall submit supplemental reporting for compensation changes in the OEL-prescribed template.
 - 1.2.2.1. Each ELC/entity shall submit any changes in total executive compensation **within 14 calendar days of the change(s)** (*Supplemental Executive Compensation Report*.)
 - 1.2.2.2. Submit the compensation change(s) by employee name, position, current compensation amount (converted into an hourly pay rate), new compensation amount (converted to an hourly pay rate) and indicate the amount and percent of compensation from all sources, including state and federal allocations.
 - 1.2.2.3. Bonuses, incentive payments and annual pay increases are all compensation increases that shall be reported to OEL.
2. OEL's tasks for compensation analysis also require periodic inquiries about and related instructions for allowable compensation activities. Total compensation for any executive leadership team member may include one or more of the following categories if authorized by OEL. Related OEL instructions for each of these categories are included here.
 - 2.1. **Salary.** Employee salary is a fixed regular payment, typically paid on a monthly or biweekly basis but often expressed as an annual sum, made by an employer to an employee.
 - 2.2. **Bonuses/Incentive Payments.** Bonuses or incentive payments are a type of compensation an employer gives to an employee that complements their base pay or salary.
 - 2.2.1. Employee signing and/or retention bonuses are not authorized by OEL as allowable program costs.
 - 2.2.2. Employee bonuses or other incentive payments shall be reported to OEL as described above in section 1.2.
 - 2.3. **Cashed-in/cashed-out leave.** The practice of converting a portion of an employee's accrued paid time off (PTO) hours (earned following an entity's established/standard policies) into cash compensation that is paid to an employee.
 - 2.3.1. OEL only authorizes/allows an entity's accrued sick leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.
 - 2.3.2. OEL only authorizes/allows an entity's accrued vacation leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.
 - 2.4. **Cash equivalents.** Cash equivalents are short-term investment securities with assets. This type of compensation is not applicable to or authorized by OEL.
 - 2.5. **Severance payments.** Severance pay is any compensation and/or benefits (beyond those included in/described by the employer's standard HR/employee policy manual) offered to an employee after their employment is over or stops. Since these payments are not required by federal and/or state laws, this type of compensation is not authorized by OEL from grant, grant program income, or matching funds.

- 2.6. **Deferred compensation/retirement benefits.** Deferred compensation is an arrangement in which a portion of an employee's earned income is paid out at a later date after which the income was earned. This type of compensation is allowable, if authorized and included in/described by the employer's standard HR/employee policy manual.
- 2.7. **Real property "gifts".** The following federal/state citations apply for this category of activity.
- 2.7.1. Federal guidance from 2 CFR 200.434, *Contributions and donations*, instructs that the cost of contributions and donations, including cash, property, and services from the non-federal entity to other entities (including individuals) is unallowable.
 - 2.7.2. Federal guidance from 2 CFR 200.445, *Goods or services for personal use*, instructs use of federal funds for the personal benefit of the non-Federal entity's employees is unallowable.
 - 2.7.3. The State of Florida Attorney General Opinion #78-01 requires expressed or implied legal authority to expend federal and/or state funds. OEL does not have the ability to authorize this type of activity.
- 2.8. **Other payout(s).** No other types of compensation are authorized by OEL.

By signing below, the Contractor, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in parts A through Y, above.

Printed Name and Title of Authorized Representative

Signature

Date