



BOARD MEETING

December 2, 2020; 2:00 p.m.
*Renaissance World Golf Village and Convention Center
Caddy Shack Restaurant*

TENTATIVE AGENDA

**Action Item*

- I. Call to Order/Roll Call
- II. Public Comment
- III. Review of Delegation of Authority Items
- IV. Approval of June 30, 2020 Emergency Board Meeting Minutes*
Approval of September 9, 2020 Annual Board Meeting Minutes*
- V. Staff and Committee Reports
 - A. CEO Report-Verbal
 - B. Finance Manager's Report
 - C. 1st Quarter Program Update
 - D. 1st Quarter Early Literacy Report
 - E. Executive Administrative Committee, November 4, 2020-**Cancelled**
- VI. New/Unfinished Business
 - A. Summary of D. Bell Annual Evaluation- **HANDOUT***
 - B. Approval of Episcopal Children's Services 2020/2021 Contract Amendment #0002-20*
 - C. **Retro Active Approval (effective 09/01/2020)** of ELC of North Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 09/01/20-08/31/21*
 - D. **Retro Active Approval (effective 09/01/2020)** of ELC of North Florida – University of Florida/Lastinger Center and Episcopal Children's Services Early Learning Florida Contract effective 09/01/20-08/31/21*
 - E. Approval of 2019-21 School Readiness Plan Amendment #26-POLICY REVISIONS*
 - F. Approval of 2019-21 School Readiness Plan Amendment #28*
 - G. Approval of the Management Decision Recommendation for ECS Audit 2019/2020*
 - H. Approval of ELCNF 2019-2020 Annual Report*
 - I. Approval of Revisions to the 2020-2021 Budget for Early Learning Coalition of North Florida*
 - J. Approval of ELCNF Clay County Office Lease Extension to January 31, 2023 and Rental Increase to \$750 per Month*
 - K. Approval of ELCNF St. Augustine Office Lease Extension to February 28, 2023*
 - L. Review of Board Membership- Informational



VII. Board Absenteeism Log – INFORMATIONAL

VIII. Board Comment

IX. Next Meetings

- Wednesday, February 3, 2021 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, March 10, 2021, 10:30 a.m. – Board Meeting

X. Adjournment*

I. Call to Order/Roll Call

II. Public Comment

III. Review of Delegation of Authority Items

**IV. Approval of June 30, 2020 Emergency Board
Board Meeting Minutes***

***ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

EMERGENCY BOARD MEETING

June 30, 2020

Conference Call: 888-296-6500, Guest Code: 966582
10:30 a.m.

ATTENDANCE

Members Present:

Dr. Myrna Allen, Treasurer
Kyle Gammon
Marsha Hill
Michelle Jonihakis
Theresa Little
Teresa Matheny, ECS
Brian McElhone
Nancy Pearson, Board Chair
Charles Puckett
Kristi Simpkins
Aubrie Simpson-Gotham, Secretary
Michael Siragusa
Joy Stanton, Vice Chair
Patricia Tauch
Renee Williams

Members Absent:

Ron Coleman
Brian Graham
Mary Garcia
James K. Johns

Staff Present:

Dawn Bell, Chief Executive Officer
Rhonda Cody, Office Manager
Susan Pettijohn, Finance Manager
Christopher Spell, Finance Manager
Tajaro Dixon, Grants and Operations Manager

Others Present:

CALL TO ORDER/ROLL CALL

N. Pearson, Chair called the meeting to order at 10:32 am. Roll was taken by R. Cody; quorum was met with 15 of the 19 board members in attendance.

NEW/UNFINISHED BUSINESS

**APPROVAL OF EPISCOPAL CHILDREN’S SERVICES 2019/2020 CONTRACT
AMENDMENT #0004-19***

Revisions:

- A. Items #1, 2, and 6 were to update the School Readiness budgeted amounts per the June 12, 2020 Notice of Award.
- B. Item #2, under “Additional School Readiness-Related Programs and Funding” was to add the “C.A.R.E.S. Act” program and financial information.
- C. Items #2 and 6 were to update the Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S.) Act program budgeted amounts per the June 28, 2020 Notice of Award.
- D. Items #3, 4, 5, and 7 were to update the Voluntary Pre-Kindergarten budgeted amounts per the June 28, 2020 Notice of Award.

If this is not done, the following would occur:

- A. ECS’s contract would not have the correct budgeted amounts for the School Readiness program.
- B. ECS’s contract section, “Additional School Readiness-Related Programs and Funding” would not be up to date nor accurate.
- C. ECS’s contract would not have the correct budgeted amounts for the C.A.R.E.S. Act program.
- D. ECS’s contract would not have the correct budgeted amounts for the VPK program.

- 1.** M. Jonihakis motioned for approval of Episcopal Children’s Services 2019/2020 Contract Amendment #0004-19. R. Williams seconded the motion. T. Matheny recused herself and completed the form “8B”, disclosing and documenting her conflict of interest. No discussion, motion passed unanimously.

APPROVAL OF THE REVISIONS TO THE ELCNF 2019/2020 BUDGET*

On June 29, 2020, Office of Early Learning sent a revision to the Notice of Award for the 2019-2020 Grant Year. The revision 1) added \$1,437,926 to our award for the School Readiness Program, 2) Gave us \$4,655,703 for the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), and 3) Removed \$624,999 from grant amount for Voluntary Pre-Kindergarten Services.

This budget revision adds the additional award amount to projected revenue, reduces our administrative costs proportionately and the remaining funds to the projection for Direct Services provided by Episcopal Children Services.

If not approved, we will not have a budget that reconciles to the Notice of Award.

- 2.** R. Williams motioned the Approval of the revisions to the ELCNF 2019/2020 Budget. M. Allen seconded the motion. No discussion, motion passed

unanimously.

APPROVAL OF THE RENEWAL OF THE 2019/2020 (FOR 2020/2021) VOLUNTARY PREKINDERGARTEN (VPK) OUTREACH AND AWARENESS AND MONITORING INITIATIVE GRANT AGREEMENT BETWEEN THE OFFICE OF EARLY LEARNING (OEL) AND THE EARLY LEARNING COALITION OF NORTH FLORIDA*

Board Approval of RENEWAL of VPK OAMI Grant Agreement 2019-20 (for 2020/2021), effective July 1, 2020.

If this is not done, the following would occur:

- The Coalition would not receive the required grant funding to perform outreach and awareness of the VPK programs nor the monitoring initiative for VPK.

3. A. Simpson-Gotham motioned the approval of the renewal of the 2019/2020 (for 2020/2021 Voluntary Prekindergarten (VPK) Outreach and Awareness and Monitoring Initiative Grant Agreement between the Office of Early Learning (OEL) and the Early Learning Coalition of North Florida. J. Stanton seconded the motion. No discussion, motion passed unanimously.

BOARD COMMENTS

No Comments.

NEXT MEETINGS

The next scheduled meetings are as follows:

- Wednesday, August 5, 2020 , 10:30 a.m. – Exec/Admin Committee Conference Call
- Wednesday, September 9, 2020 10:30 a.m. –Board Meeting World Golf Village Convention Center

ADJOURNMENT*

4. R. Williams motioned for adjournment at 10:46am. M. Siragusa seconded the motion. No discussion – motion passed unanimously.

Minutes Submitted By: Rhonda Cody, Office Manager

**IV. Approval of September 9, 2020 Board
Board Meeting Minutes***

***ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

ANNUAL BOARD MEETING

The Renaissance World Golf Village and Convention Center

September 9, 2020

10:30 a.m.

ATTENDANCE

Members Present:

Myrna Allen, *Treasurer*
Ronald Coleman
Kyle Gammon
Mary Garcia
Brian Graham
Marsha Hill
James K. Johns
Michelle Jonihakis
Theresa Little
Teresa Matheny, *ECS*
Brian McElhone
Charles Puckett
Kristi Simpkins
Aubrie Simpson-Gotham, *Secretary*
Michael Siragusa
Joy Stanton, *Vice Chair*
Patricia Tauch
Renee Williams

Members Absent:

Nancy Pearson, *Chair, Excused*

Staff Present:

Dawn Bell, Chief Executive Officer
Rhonda Cody, Office Manager
Tajaro Dixon, Grants and Operations Manager
Joan Whitson, Early Literacy Coordinator
Susan Pettijohn, Finance Manager
Christopher Spell, Finance Manager

Others Present:

Vina Delcomyn, Board Member
Nominee

CALL TO ORDER/ROLL CALL

Joy Stanton called the meeting to order at 10:38 a.m. Roll was taken; quorum was met, with 18 of the 19 board members in attendance.

PUBLIC COMMENT

No comments.

REVIEW OF DELEGATION OF AUTHORITY ITEMS

Early Learning Coalition of North Florida, Inc.
Annual Board Meeting
September 9, 2020
World Golf Village Convention Center

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

APPROVAL OF JUNE 10, 2020 BOARD MEETING MINUTES*

- 1.** T. Little motioned to approve the June 10, 2020 Board Meeting Minutes, as presented. R. Coleman seconded the motion. No discussion. Motion passed unanimously.

STAFF AND COMMITTEE REPORTS

CEO REPORT- REVIEW OF THE 2019-20 BOARD SELF EVALUATION RESULTS

D. Bell reviewed the results of the 2019-20 Board Self Evaluation. This evaluation allows both board and staff members to assess how we are all doing and identifies any gaps that we can provide support through materials or training. Staff really looks for those 1 or 2 ratings to see if there may be a gap, whether it is individually or more globally as a board. Fourteen Board Members participated in the self-evaluation where overall results was rated a 4.25 or "exceeds expectations".

CEO REPORT-REVIEW AND FINAL DISCUSSION ON THE 2019-20 GRANT ADDENDUM #1

D. Bell shared with the Board her deep appreciation and support from the Board regarding the 2019-20 Grant Addendum #1. It has been signed with the amended language and in force.

FINANCE MANAGER'S REPORT-VERBAL

S. Pettijohn reported on the following:

Desk Reviews and Audits

We should receive the request for our next desk review on October 1. OEL has scheduled our on-site monitoring for the week of November 30, 2020. Our independent audit has not yet been scheduled but will probably occur in the month of October.

Q4 Financial Statements (see attachment)

Attached is the Q4 financial statements for FY 2019-20. We received a \$15,000 grant from Clay Foundation for FY19-20. This grant runs from Oct 1 – Sep 30 and as of June 30, the funds were not yet completely used. The Coalition's year to date expenditures are less than budget.

The CARES Grant runs through July 30, 2020, but is considered part of the FY19-20 grant year. Therefore, revenue and expenses for this grant are included on these financial statements.

Targets and Restrictions

**Statement of Revenue and Expense
As of June 30, 2020**

	2019-2020 Annual Budget	Q4 2019-20 YTD Actual	Over (Under)
2019-20 Notice of Awards			
School Readiness (SR)	\$ 18,278,285	\$ 19,065,500	\$ 787,215
CARES	0	3,171,983	
OAMI	23,485	14,275	(9,210)
PDG Services	132,424	102,994	(29,430)
Voluntary PreKindergarten (VPK)	14,878,087	14,149,724	(728,363)
	<u>\$ 33,312,281</u>	<u>\$ 36,504,477</u>	<u>\$ 20,213</u>
Total Notice of Award			
Subrecipient Expense			
School Readiness (SR)	17,298,637	18,200,870	902,233
OAMI	23,485	14,275	(9,210)
CARES	0	3,171,983	
PDG Services	132,424	102,994	(29,430)
Voluntary PreKindergarten (VPK)	14,820,864	14,129,696	(691,168)
	<u>\$ 32,275,410</u>	<u>\$ 35,619,818</u>	<u>\$ 172,425</u>
Total Subrecipient Expense			
Grant Funds Available to ELC of North FL	<u>\$ 1,036,871</u>	<u>\$ 884,659</u>	<u>\$ (152,212)</u>
Other Donations and Revenue			
Interest Income	\$ 530	\$ 530	\$ -
Clay Electric Foundation	5,000	15,000	10,000
Kiwanis	1,000	750	(250)
Rotary	0	1,000	
Quality Teacher's Conference	6,500	7,904	1,404
United Way Award	0	5,000	
Miscellaneous Donations	2,750	3,394	644
	<u>\$ 1,052,651</u>	<u>\$ 918,237</u>	<u>\$ (140,415)</u>
Total Revenues			

ELC of North Florida Estimated Expense

Salaries	\$ 592,000	\$ 480,192	\$ (111,808)
PR Taxes	47,576	36,172	(11,404)
Health Insurance & HSA Contributions	112,000	116,605	4,605
Pension	27,000	18,300	(8,700)

Life, Disability, and WC	9,500	12,905	3,405
Staff Development	8,000	5,008	(2,992)
Contract Services	3,000	0	(3,000)
Auditing	15,000	13,500	(1,500)
Legal	500	0	(500)
Printing & Reproduction	2,000	20	(1,980)
Repairs & Maintenance	1,075	224	(851)
Office Sites - Occupancy	47,000	42,758	(4,242)
Postage, Freight & Delivery	1,795	1,758	(37)
Rentals - Office Equipment	5,000	3,872	(1,128)
Office Supplies	9,500	7,911	(1,589)
Communications	14,700	13,919	(781)
D & O Insurance	2,800	2,277	(523)
General Liability	3,900	4,290	390
Equipment <\$1,000	3,500	0	(3,500)
Equipment >\$1,000	2,000	2,451	451
Travel - In State	3,000	2,717	(283)
Travel - Out of State	6,000	5,513	(487)
Travel - Local	6,500	4,018	(2,482)
Bank Fees	600	0	(600)
Software/Licenses/Support	11,500	7,526	(3,974)
Web Service	24,000	19,687	(4,313)
Other employee expenditures	1,000	55	(945)
ADP Fees	6,700	6,590	(110)
Dues & Subscriptions	12,000	10,745	(1,255)
Taxes, Licenses and Fees	450	75	(375)
Misc. - Other Current Charges	3,055	7,312	4,257
Quality Program	70,000	76,039	6,039
Total ELC North Florida Estimated Expense	1,052,651	902,439	(150,212)
Surplus or (Loss)	0	15,798	9,797

**Balance Sheet
As of Jun 30, 2020**

ASSETS

	\$
Cash, Operating	1,713,140
Cash, Money Market	31,701
Petty Cash	200
OEL Receivable	3,748,611
Deposits	850
Prepaid Expense	7,282

Equipment	8,549
Less: Accumulated Depreciation	<u>(8,549)</u>
	\$
TOTAL ASSETS	<u>5,501,784</u>
LIABILITIES	
	\$
Episcopal Children's Services Payable	5,547,924
OEL Advance	100,557
Interest due to OEL	4,824
Accrued Payroll	8,380
Accrued Vacation	22,335
Accrued Employee Benefits	<u>1,525</u>
	\$
TOTAL LIABILITIES	<u>5,685,545</u>
Net Assets at 6/30/2018	(228,974)
Net change at 6/30/2019	29,415
Net change at 06/30/2020	<u>15,798</u>
	\$
Total Liabilities and Net Assets	<u><u>5,501,784</u></u>

4TH QUARTER PROGRAM UPDATE

T. Dixon reported on the following:

Coalition Activities:

- The 2020/2021 Coalition's Anti-Fraud Plan was submitted to OEL's Office of Inspector General May 6, 2020.
- Through negotiations, the Coalition and OEL were able to agree on the 19/20 Grant Agreement Addendums #1 and #2 that were in reference to the 18/19 reconciliations necessary because of EFS MOD malfunctions.
- The Episcopal Children's Services contract renewal was completed (with new guidance from OEL) during/ following the June 2020 board meeting for 2020/2021 with no issues.
- COVID-19 emergency funding grant awards were received from OEL June 29, 2020 and the 19/20 ECS Contract Amendment #4 was approved during the emergency board meeting June 30, 2020 (for ECS to receive these funds.)
- OEL Grant Agreements were completed and approved in time for July 1st funding.
- Staff (and Episcopal Children's Services) continue to immediately process all COVID-19 documents/guidance from OEL and government agencies for immediate action.

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

The 2019/2020 Third Quarter Monitoring was scheduled for May 18 - 28, 2020. However, DOE/OEL released "DOE Order No. 2020-EO-02 Waivers: Wave 2 – Highlights May 13, 2020" that stated through June 30, 2020 Coalitions NOT administer sub-recipient contract monitoring, so this monitoring was canceled. However, the Coalition decided to reduce and combine the third with the fourth quarter monitoring to comply with Grant Agreement requirements (sub-recipient monitoring take place at least quarterly).

The 2019/2020 Third and Fourth Quarters (COMBINED) Monitoring is scheduled for August 17 – 28, 2020. This monitoring will take place remotely and include; Data Security Updates, VPK Provider Review, Child Care Resource and Referral, School Age Care, Preschool Development Grant, Childcare Provider Monitoring, Fiscal non-direct costs review, and the Fiscal Year-end Overview.

*"EFS MOD" is the name of the Office of Early Learning/State of Florida database as of 2018/2019.

ALL full reports are available upon request.

4TH QUARTER EARLY LITERACY REPORT

J. Whitson reported on the following:

Highlights:

Meet the Masters: During April, May and June we spent time putting our Meet the Master's program into digital video format. We worked with Dan Bagan Photography studio to film seven different lessons. Each lesson includes a video of an artist talking about himself or herself, reading a book and showing their artwork. There is also a video of an art activity demonstration and a video of music extensions that can be added to the lesson. There are several goals for this project. The first goal is to provide this program to providers without us having to be there in person. Secondly, when we do go and put on a program we will provide and demonstrate one of the lessons and be able to leave them with the materials to do the other six lessons on their own. Providers will be able to request the program and receive a kit with all the teaching materials, flash drive with videos and art supplies for all 7 lessons. The program binder and videos will be put on our ELCNF private U-tube page so all providers can access this program on their own anytime. ELC volunteers played the artists roles and did a fantastic job.

ELC Videos: When COVID hit the ELC outreach team took up making videos, which were posted on our ELCNF U-tube page and then shared by ECS with all of our providers and parents. 40 videos have been created since March all centered on learning and activity ideas for kids or they were book videos. A series of Gerald and Piggy book videos was launched by volunteer Erika Bauserman and outreach manager Joan Whitson. Outreach assistant Susan Murphy created Susan's spotlight, which highlights themes and books to go with them. We started to make videos to communicate with our volunteers as well. Making videos will continue now as part of our outreach programming because it has been so successful.

ELC Volunteers: Even during COVID when volunteers are not being able to go to their schools to read many of them have been creatively still keeping in touch with their children. Volunteers have put on costumes and from their phone read and acted out stories outside of the classroom window. One volunteer weekly delivered craft supplies for activities so the kids could still take part in her special projects. Other volunteers made their debut in our Meet the Master's program and other videos. Some made videos of themselves reading and sent it to their classroom teacher who then shared with the class.

Reinhold Foundation Grant: In April the ELCNF was granted a \$1,000 grant from the Reinhold Foundation of Clay County. This is the fourth year of receiving this grant to support our early literacy programs.

NEW/UNFINISHED BUSINESS

APPROVAL OF EPISCOPAL CHILDREN'S SERVICES 2020/2021 CONTRACT AMENDMENT #001-20*

Revisions:

- A. Items #1, 2 and 6 were to update the School Readiness budgeted amounts, as well as the "Additional School Readiness-Related Programs" budgeted amounts per the August 21, 2020 Notice of Award.
 - B. Item #2, under "Additional School Readiness-Related Programs and Funding" was to:
 - Add the "Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S.) Act" program and financial information.
 - Remove the one "Early Learning Florida" contract that has expired.
 - Update the "School Readiness Program Assessment" project section.
 - Update the "Preschool Development Grant Services" project section.
 - C. Items #3, 4, 5 and 7 were to update the Voluntary Pre-Kindergarten and VPK Outreach and Awareness budgeted amounts per the August 21, 2020 Notices of Awards.
- 2.** A. Simpson-Gotham motioned the approval of Episcopal Children's Services 2020/2021 Contract Amendment #001-20. T. Little seconded the motion. T. Matheny recused herself from voting, Memorandum of Voting Conflict on file. No further discussion. Motion passed unanimously.

APPROVAL OF THE ELC 2020-21 SECOND PRELIMINARY BUDGET*

This is the second revised draft of the Preliminary budget following the receipt of the funding totals from OEL by way of Notice of Award in the beginning of the 2020-2021 fiscal year.

On September 2, 2020, Office of Early Learning sent a revision to the Notice of Award for the 2020-2021 Grant Year. The revision added PDG services revenue, CARES revenue, and changed SR and VPK allocations.

This budget revision adds the additional award amount to projected revenue for those programs and applies all of those funds to the projection for Direct Services provided by Episcopal Children Services.

Additionally, expenses were added to Quality to reflect the costs of the annual Teacher Conference and costs incurred that will be reimbursed by the Clay Foundation Grant.

If not approved, we will not have a budget that reconciles to the Notice of Award.

- 3.** T. Little motioned approval of the ELC 2020-2021 second preliminary budget. A. Simpson-Gotham seconded the motion. No further discussion. Motion Passed unanimously.

APPROVAL OF RETRO APPROVAL OF COMPASS MSP IT CONTRACT RENEWAL EFFECTIVE SEPTEMBER 1, 2020*

To approve the 3 Year renewal contract (September 1, 2020-September 1, 2023) for services with our current IT services company, Compass MSP. The renewal contract has:

- Full time Managed user services with unlimited remote and onsite support.
- Network, Server, Workstation & Asset Management with 24/7 x 365 Monitoring and Management.
- Managed Anti-Virus and Firewall with Advanced Gateway Security Suite Software for all offices.
- Microsoft Office 365 (Business Premium Plan for non-profits)
- Barracuda Complete Email Protection and Backup
- Online Training Portal Access includes all Microsoft Software training.
- Monthly fee schedule of \$1,232.50

This contract is not to exceed \$25,000 annually without written permission.

If this is not done, the following would occur:

The Coalition would have to look to another IT company to provide its services.

- 4.** T. Little motioned the retro approval of the Compass MSP IT Contract renewal effective September 1, 2020. No further discussion. Motion passed unanimously.

APPROVAL OF PRIVATE SECTOR BOARD MEMBER VINA DELCOMYN*

Vina Delcomyn is the owner and CEO of Awakenings Association Management. She is well known to ELCNF, having served two terms as a Private Sector Board Member from July 2011 to July 2019. After a full year hiatus, she has agreed to serve again.

Vina Delcomyn's term will be September 2020 to September 2024.

If this is not done, the following would occur:

- The Coalition would be close to being out of compliance with our requirement to maintain more than 1/3 of our total board membership as private sector.

5. R. Coleman motioned the approval of Private Sector Board Member Vina Delcomyn. T. Little seconded the motion. No further discussion. Motion passed unanimously.

BOARD MEMBERSHIP REVIEW

R. Cody reviewed upcoming board term dates and overall membership statuses. No discussion or further comments.

ELECTION OF OFFICERS*

By unanimous vote via emailed ballots, the following board members were nominated and elected to serve as the Coalition Officers for the 2020-21 fiscal year:

- Chair: Nancy Pearson
- Vice Chair: Joy Stanton
- Treasurer: Myrna Allen
- Secretary: Aubrie Simpson-Gotham

6. T. Little motioned to approve the Election of Officers. R. Williams seconded the motion. No Discussion. Motion passed unanimously.

STANDING COMMITTEE DISCUSSION AND SIGN-UP.

An email was sent to all board members prior to the meeting asking for volunteers to serve on the Executive Admin Committee. The committee requires the four elected officers along with an additional four Board Members.

Based on the email responses from Board Members, the following is the new Executive Administration Committee: N. Pearson, J. Stanton, R. Williams, T. Little, M. Allen, T. Matheny, Michael Siragusa and A. Simpson-Gotham.

CODE OF ETHICS-HANDOUT

The Coalition policy OP202 Code of Ethics was provided in the Board Packet. Board Members and staff did not have any questions regarding the policy. All board members and staff in attendance signed the acknowledgement of compliance and turned them in. Any board member

and/or staff who were not in attendance of today's meeting will have their Code of Ethics policy sent to them for review and signature.

CONFLICT OF INTEREST QUESTIONNAIRE-HANDOUT

The Coalition policy OP203 Conflict of Interest was provided in the Board Packet. Board Members and staff did not have any questions regarding the policy. All board and staff in attendance completed and signed the questionnaire portion of the policy and turned them in. Any board member and/or staff who were not in attendance of today's meeting will have their Conflict of Interest policy sent to them for review and signature.

BOARD ABSENTEEISM LOG- INFORMATIONAL

No Comments.

BOARD COMMENTS

T. Little and P. Tauch spoke of the challenges for our providers in all of our Coalition Counties. For example as Cares Act money goes away, many of these providers will go out of business, given that they are experiencing low enrollment due to the pandemic. There is also a lot of miscommunication regarding treating providers as essential workers so there are many circumstances where providers cannot even get PPE equipment. D. Bell advised they would look into all of this and come up with plans to assist.

NEXT MEETINGS

The next scheduled meetings are as follows:

- Wednesday, November 4, 2020 , 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, December 2, 2020, 2:00 p.m. –Board Meeting World Golf Village Caddy Shack Restaurant.

ADJOURNMENT*

7. T. Little motioned for adjournment at 11:48a.m. T. Matheny seconded the motion. No discussion. Motion passed unanimously.

Minutes Submitted By: Rhonda Cody, Office Manager

V. Staff and Committee Reports

A. CEO Report-VERBAL

V. Staff and Committee Reports

B. Finance Manager's Report

Early Learning Coalition of North Florida

Finance Manager's Report

Board Meeting

Dec 2, 2020

Desk Reviews and Audits

We completed the October Desk Review for the last half of FY2020. There were a couple of minor adjustments. OEL Monitoring for the period covering Dec 2018 through Aug 2020 is still in progress. We hope to have that complete before the Christmas holidays. We have completed the information requests from our external auditors, but have not yet received an audit report.

Q1 Financial Statements (see attachment)

Attached is the Q1 financial statements for FY 2020-21. The Coalition's year to date expenditures are less than budget due to the reversal of accruals made at the end of FY19-20. As the year progresses these will probably be reduced to a smaller amount.

Targets and Restrictions

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

Susan Pettijohn and Chris Spell

Early Learning Coalition of North Florida

FY 2020-2021

As of September 30, 2020

	09.01.2020			
	2020-2021	Jul-Sep 2020	Q1 2012-21	Over
Notice of Awards	Annual Budget	Estimated Budget	YTD Actual	(Under)
School Readiness (SR)	\$ 18,457,902	\$ 4,614,476	\$ 5,202,571	\$ 588,095
OAMI	16,618	0	0	0
PDG Services	163,364	0	0	0
CARES	4,830,678	2,415,339	2,124,766	(290,573)
Voluntary PreKindergarten (VPK)	14,924,803	3,731,201	2,830,097	(901,104)
Total Notice of Award	\$ 38,393,365	\$ 10,761,015	\$ 10,157,433	\$ (603,582)
Subrecipient Expense				
School Readiness (SR)	\$ 17,448,254	\$ 4,362,064	\$ 4,966,258	\$ 604,194.05
OAMI	16,618	0	0	0
PDG Services	163,364	0	0	0
CARES	4,830,678	2,415,339	2,124,766	(290,573)
Voluntary PreKindergarten (VPK)	14,867,400	3,716,850	2,801,398	(915,452)
Total Subrecipient Expense	\$ 37,326,314	\$ 10,494,253	\$ 9,892,421	\$ (601,832)
Grant Funds Available to ELC of North FL	\$ 1,067,051	\$ 266,763	\$ 265,012	\$ (1,750)
Other Donations and Revenue				
Interest Income	\$ 530	\$ 133	\$ 173	\$ 40
Clay Electric Foundation	15,000	0	0	0
Kiwanis	750	0	0	0
Reinhold	750	0	0	0
Quality Teacher's Conference	6,500	0	0	0
Miscellaneous Donations	2,000	500	3,983	3,483
Total Revenues	\$ 1,092,581	\$ 267,396	\$ 269,168	\$ 1,773
ELC of North Florida Estimated Expense				Under (OVER)
Salaries	\$ 579,868	\$ 144,967	\$ 127,958	\$ 17,009
PR Taxes	47,363	11,841	9,698	2,143
Health Insurance & HSA Contributions	121,000	30,250	35,890	(5,640)
Pension	27,000	6,750	4,614	2,136
Life, Disability, and WC	15,000	3,750	2,245	1,505
Staff Development	8,500	2,125	0	2,125
Contract Services	3,000	750	0	750
Auditing	15,000	0	0	0
Legal	500	125	0	125
Printing & Reproduction	2,000	500	0	500
Repairs & Maintenance	1,000	250	0	250
Office Sites - Occupancy	50,000	12,500	10,573	1,927
Postage, Freight & Delivery	2,000	500	110	390
Rentals - Office Equipment	5,000	1,250	706	544
Office Supplies	10,000	2,500	1,276	1,224
Communications	15,000	3,750	3,675	75
D & O Insurance	2,800	2,800	2,277	523
General Liability	4,500	4,500	2,028	2,472
Equipment <\$1,000	3,500	875	1,374	(499)
Equipment >\$1,000	2,000	500	2,796	(2,296)
Travel - In State	3,500	875	0	875
Travel - Out of State	6,500	1,625	0	1,625
Travel - Local	7,000	1,750	662	1,088
Bank Fees	600	150	139	11
Software/Licenses/Support	14,000	3,500	1,398	2,102
Web Service	26,000	6,500	7,751	(1,251)
Other employee expenditures	2,000	500	10	490
ADP Fees	7,500	1,875	1,570	305
Dues & Subscriptions	14,000	8,500	8,984	(484)
Taxes, Licenses and Fees	450	113		113
Misc. - Other Current Charges	4,250	1,063	600	463
Quality Program	91,750	22,938	14,491	8,447
Total ELC North Florida Estimated Expense	1,092,581	279,870	240,825	39,045
Surplus or (Loss)	\$ -	\$ (12,475)	\$ 28,343	\$ 40,818

Early Learning Coalition of North Florida

DRAFT

Balance Sheet

As of Sep 30, 2020

ASSETS

Cash, Operating	\$	3,038,483
Cash, Money Market		31,701
Petty Cash		200
OEL Receivable		3,520,259
Deposits		850
Prepaid Expense		4,452
Equipment		6,498
Less: Accumulated Depreciation		<u>(6,498)</u>

TOTAL ASSETS \$ 6,595,945

LIABILITIES

Episcopal Children's Services Payable	\$	3,295,329
OEL Advance		3,435,691
Interest due to OEL		109
Accrued Vacation		22,335
Accrued Employee Benefits		<u>894</u>

TOTAL LIABILITIES \$ 6,754,358

Net Assets at 6/30/2020 (186,756)

Net change at 09/30/2020 28,343

Total Liabilities and Net Assets \$ 6,595,945

V. Staff and Committee Reports

C. 1st Quarter Program Update



2450 Old Moultrie Road, Suite 103
St. Augustine, FL 32086
904-342-2267
www.elcnorthflorida.org

MEMORANDUM

To: All Board Members
From: Tajaro Dixon, Grants and Operations Manager
Date: October 7, 2020
Subject: 2020/2021 First Quarter Program Update and Quality Assurance Activities

Coalition Activities:

- COVID-19 CARES funding was received from OEL again for 2020/2021 as well as School Readiness "Wait List" Funding and the ECS Contract Amendment #2 is in today's packet.
- Staff (and Episcopal Children's Services) continue to process all COVID-19 related documents/guidance from OEL and government agencies for needed actions.
- The ELC staff completed the 2020/2021 Internal Controls Questionnaire (ICQ). In addition, ECS completes this same ICQ each year and their responses are reviewed by ELC staff for any needed follow-up and/or approval.
- The ELC staff met the October 1 OEL deadline for all the annual items such as the annual report, inventory, Sub-recipient monitoring plan, Fiscal prior year Revenue and Expense report and current year Budget.
- In July, all staff completed their annual review of Anti-Fraud plan, policies and practices.
- Annual archiving processes have begun.
- Annual policy reviews and revisions have begun.
- My club, The Kiwanis Club of Palatka, hosted its first "Back to School" event August 22 in partnership with Staples Office Supply in Putnam County. We were able to follow COVID-19 guidance and handout 250 school supply bags individualized by grade levels. It was a huge hit (especially as there were very few school supply events this year), and Staples was happy to offer making this an annual event.

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

The 2019/2020 Third and Fourth Quarters (COMBINED) Monitoring was performed August 17 – 28, 2020. The monitoring took place remotely and included; Data Security Updates, VPK Provider Review, Child Care Resource and Referral, School Age Care, Preschool Development Grant, Childcare Provider Monitoring, Fiscal non-direct costs review, and the Fiscal Year-end Overview. From this review, there was only one compliance issue regarding a particular type of travel expense that was minor in value and quickly corrected.

The 2020/2021 First Quarter Monitoring is scheduled for November 6 – 20, 2020. At this time, the plan is this monitoring will take place remotely. This monitoring will include all OEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review will be Data Security Systems Updates and School Readiness applications and wait list procedures.

ALL full reports are available upon request.



A United Way Agency Funded by the State of Florida



V. Staff and Committee Reports

D. 1st Quarter Early Literacy Report

Early Literacy Outreach Report 1st Quarter 2020-2021

Presented by Joan Whitson

Highlights:

Literacy and Shaved Ice Event at Brandt's Child Care: August 18th - The ELC collaborated with the Kiwanis Club of St. Augustine and Beaver Toyota to host a story time event with Pete the Cat. The Kiwanis club and Beaver Toyota paid the Kona Ice truck to be there so that after the story time the children and staff all received a free shaved ice. Each child also received a goodie bag with books, coloring book, markers and colored pencils.

Provider Appreciation Basket Deliveries: Throughout August and September, the ELC outreach team and ECS education team worked to put together and deliver just over 90-provider appreciation baskets. We just wanted to do something to show our providers how much we appreciate them staying open during COVID and how much we see and appreciate all the extra work they have and are still doing to keep our children safe. The baskets contained much needed supplies like hand sanitizer, soap, clear masks along with school supplies and edible goodies. Each child ages 3-5 received a free book and many schools received a personal visit by Pete the Cat. This proved to be such a worthwhile project. So many providers have had no one to thank them. They are struggling financially as well. These little visits meant a lot and let them know we have not forgotten them.

ELC Videos: The ELC outreach team continued to create and publish 12 more educational videos during this quarter to be shared with providers, families and volunteers. The videos are posted on the ELC of North Florida U-tube page and shared by social media and email.

ELC Volunteer Lending Libraries: These summer months were the perfect time to update and digitalize our lending libraries for our volunteer readers. All books are now categorized in a digital database by author and theme. Now books can be easily searched for remotely and in the three lending library offices. Outreach assistant Susan Murphy is responsible for the upkeep of the lending libraries.

Volunteer Reading Zoom Conference: September 28th – The ELC hosted their annual volunteer reading conference by zoom instead of in person due to COVID. A very lively interactive 2 hour conference was put on featuring four speakers covering topics like Using props, Intentional early literacy skills to incorporate into your reading, Developing themes and a discussion featuring the top book picks for today. Most readers are not currently reading in their assigned schools but we need to keep them excited and trained so they will be ready to go back when schools are letting visitors in.

V. Staff and Committee Reports

E. Executive Administrative Committee,
November 4, 2020-**Cancelled**

VI. New/Unfinished Business

A. Summary of D. Bell Annual Evaluation- HANDOUT

DAWN'S 2020 ANNUAL EVALUATION SUMMARY

- The evaluation was conducted on September 9, 2020 with Mike Siragusa, Aubrie Simpson-Gotham, Renee Williams, and Joy Stanton serving as evaluators.
- Of the total 18 evaluations mailed/handed to the board members, 14 members completed the evaluation and four board members did not return the evaluation.
- Out of a 1 to 5 rating scale, 1 = Unsatisfactory and 5 = Outstanding; Dawn's Overall Rating Score was 4.29 which earned a final rating of "Very Good".
- Dawn's next evaluation period ends September 1, 2021.
- If any Board Member would like to see a copy of the final compiled evaluation results, please contact Rhonda Cody.

VI. New/Unfinished Business

B. Approval of Episcopal Children's Services 2020/2021 Contract Amendment #0002-20*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Episcopal Children’s Services 2020/2021 Contract Amendment #0002-20:
Reason for Recommended Action	<p><u>Revisions:</u></p> <p>A. Items #1, 4 and 5 were to update the <u>School Readiness</u> and <u>Additional School Readiness-Related Programs</u> budgeted amounts per the September 3, 2020, October 5, 2020, October 19, 2020, and November 13, 2020 Notices of Award (NOA).</p> <ul style="list-style-type: none"> • NOA September 3, 2020 was to correct SR Match funds • NOA October 5, 2020 was to: <ul style="list-style-type: none"> ○ Adjust School Readiness funds for ‘wait list’ numbers ○ De-obligate CARES carryover funding that was actually an advance for 2019/2020. And adjust the CARES ‘Rising Kindergarten Summer Program’ funding. • NOA October 19, 2020 was to add additional funds to the PDG program. • NOA November 13, 2020 was to add additional CARES (general) funds and CARES Phase IV Provider Grants. <p>B. Item #2 was to remove a report no longer required by OEL.</p> <p>C. Item #3 was to revise a Coalition report to be quarterly instead of annually.</p> <p>D. Item #4, was to add the “Early Learning Florida” contract under <u>Additional School Readiness-Related Programs and Funding</u>.</p> <p><u>If this is not done, the following would occur:</u></p> <p>A. and D. ECS’s contract would not have the correct budgeted amounts for the School Readiness program, nor the Additional School Readiness-Related Programs.</p> <p>B. ECS’s contract would contain outdated OEL report information.</p> <p>C. ECS’s contract would not contain updated Coalition reporting requirements.</p>
How the Action will be accomplished	Approval of ECS 2020/2021 amendment #0002-20, and party signatures.

**Amendment 0002-20 to Primary Services Contract
Episcopal Children’s Services**

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

Item #	Page #	Headings and Text
1	9	C. <u>RESOURCE MANAGEMENT</u> (SR)
		<p>Pursuant to the Request for Proposal and the Contractor’s signed response, and the fact that this contract is upon a cost-reimbursement method of payment, the CONTRACTOR shall be fiscally responsible pursuant to the following:</p> <p>1. BUDGET SURPLUS/DEFICIT: The Contractor shall serve no fewer than 3,800 children with the slot dollars provided under this contract, unless the available School Readiness grant funding would not financially provide for all 3,800 slots. Regardless of the total amount of funding for slots, the 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 will be expended within 1.5% under and 0% over the contracted budget amount, with the understanding the goal is to use 0.75% under. 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 \$14,703,964 \$15,304,447. 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.</p>
2	14	C. <u>Methodology:</u> (CCRR)
		<p>18. Develop an annual “Accessibility Report” to be submitted to the Coalition by the last business day in August of each year, and p 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.</p>

3	20	VI. METHODOLOGY
		<p>13. Shall submit to the Coalition by July 1 of each contract year [and prior to any new employee hired to work on this contract], 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:</p> <ul style="list-style-type: none"> a. passed the level 2 background screening standards as set for in s. 435.04, F.S., <u>(including most current screening results date and date employee allocated/assigned to this contract)</u> 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.
4	20	VII. Method of Payment (SR)
		<p>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 \$17,448,254 \$18,218,737. 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 \$373,411 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.</p> <p>Additional School Readiness-Related Programs and Funding:</p> <p>The following programs' funding is exclusive of the annual OEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or OEL Grant Agreements.</p> <p>A. C.A.R.E.S. Funding The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law March 27th, 2020. For Florida's Early Learning Coalitions, this funding is for enrollments of children of first responders and health care workers, including provider bonuses (OEL Memorandum 2020-012), and the "Rising Kindergarten Summer Program". Per Notice of Award no more than 5% of total CARES expenditures shall be expended for administrative activities.</p> <p>B. School Readiness Program Assessment Contractor shall provide program assessments on School Readiness providers. These program assessments will be conducted in accordance with OEL Program Guidance 420.02 – Program Assessment and 250.01 – Other Cost Accumulators, and for a total dollar amount up to and not to exceed an amount to be determined once grant award received for 2020/2021.</p>

		<p>C. Preschool Development Grant Services (P.D.G.) This is a federal grant designed to fund states to conduct a comprehensive statewide birth through five needs assessment followed by in-depth strategic planning to include curriculum and mental health supports, while enhancing parent choice and expanding the current mixed delivery system consisting of a wide range of provider types and settings.</p> <p>Best practices for supporting child assessment implementation are outlined in OEL Program Guidance 420.02 Attachment C – School Readiness Child Assessment Guide. To the extent possible, each coalition’s plan for supporting child assessment implementation should align to these best practices.</p> <p>To the extent possible, Contractor will complete all targets and goals of the plan. Contractor may not exceed the following total dollar amounts:</p> <ul style="list-style-type: none"> • \$29,430 (PDG Grant for July 1 – December 30, 2020) • \$133,934 \$172,225 (PDG-R Grant for July 1, 2020 – June 30, 2021) • GRAND TOTAL of \$163,364 \$201,655 <p><u>D. Early Learning Florida</u></p> <p><u>The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of OEL’s “Early Learning Florida Contracts” [in cooperation with The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning (“University”)] with the Coalition:</u></p> <p><u>To support the implementation of Early Learning Florida professional development courses for the Coalition’s Child Care Providers (that support local quality improvement goals) (Effective dates 09/01/20 – 08/31/21) for a total dollar amount up to and not to exceed \$5,000.</u></p>
5	75-76	Attachment 9 School Readiness Budget
		(Attached, Pages 4-5 show the deletions, and pages 6-7 show the additions. Pages 6-7 replaces original contract attachment and is incorporated as part of this amendment.)
		END OF AMENDMENTS

ATTACHMENT 9
SCHOOL READINESS BUDGET

State of Florida Notice of Award No. 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	ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$373,411	\$527,915	\$901,326
Non-direct Services	97BBD	\$288,026		\$288,026
Systems	97SYS			
Eligibility Determination	97BDE	\$653,518		\$653,518
Quality	97Q00, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	\$654,625	\$456,733	\$1,111,358
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$362,017	\$25,000	\$387,017
Inclusion	97QIN	\$98,028		\$98,028
Resource & Referral	97Q14	\$314,665		\$314,665
Total Non-Slots (Non-Direct)		\$2,744,290	\$1,009,648	\$3,753,938
Gold Seal Payments	97GSD	\$600,000		\$600,000
Performance Funding	QPIIPD, QPICA, QPIPQ, QPICQ	\$536,373		\$536,373
SR Matching Funding		\$146,009		\$146,009
Slots		\$13,421,582		\$13,421,582
Total Slots (Direct Services)		\$14,703,964		\$14,703,964
Grand Totals		\$17,448,254	\$1,009,648	\$18,457,902

NOA Total

Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

<p>A. C.A.R.E.S. (Coronavirus Aid, Relief, and Economic Security Act) Funding</p> <p>CFDA# 93.575/Child Care Development Fund (CCDF)</p> <p>Federal Award No. 2001FLCCC3 – 100% funding</p> <p> General Administration (no more than 5%)</p> <p> Rising Kindergarten Summer Program</p> <p> Provider Grants and Bonuses, First Responders Direct Payments</p> <p>Total</p>	<p></p> <p></p> <p></p> <p align="right">\$241,534</p> <p align="right">\$527,440</p> <p align="right">\$4,061,704</p> <p align="right">\$4,830,678</p>
<p>B. Preschool Development Grant (PDG) (EL431)</p> <p>CFDA# 93.434/ESSA Preschool Development Grants Birth Through Five, Federal Award Nos.</p> <p>Prior Year Carry Forward (19/20): (July 1 – December 30, 2020)</p> <p>90TP0004–100% funding</p> <p> General Administration (no more than 5%)</p> <p> Best Practices for Child Assessments</p> <p> Total</p> <p>Current Year (PDG-R): (July 1, 2020 – June 30, 2021)</p> <p>90TP0068-01-00 – 100% funding</p> <p> General Administration (no more than 5%)</p> <p> Curricula Implementation</p> <p> Mental Health Supports</p> <p> Total</p> <p>GRAND TOTAL</p>	<p></p> <p></p> <p></p> <p align="right">\$ 1,472</p> <p align="right">27,958</p> <p align="right">\$29,430</p> <p></p> <p align="right">\$ 6,697</p> <p align="right">62,787</p> <p align="right">64,450</p> <p align="right">\$133,934</p> <p align="right">\$163,364</p>
<p>C. SR Program Assessment</p> <p>For General Administration of CLASS Assessments (OCA - SRPAS)</p> <p>Total (total dollar amount up to and not to exceed)</p>	<p>Amount to be determined once grant award received for 2020/2021</p>

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	ECS Dollar Amounts	Coalition Dollar Amounts	<u>Total ECS and ELC</u>
General Administration	97BBA, 97FIR, 97LCA	<u>\$390,000</u>	<u>\$530,406</u>	<u>\$920,406</u>
Non-direct Services	97BBD	\$288,026		\$288,026
Systems	97SYS			
Eligibility Determination	97BDE	<u>\$703,518</u>		<u>\$703,518</u>
Quality	97Q00, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	<u>\$758,036</u>	<u>\$476,733</u>	<u>\$1,234,769</u>
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$362,017	\$25,000	\$387,017
Inclusion	97QIN	\$98,028		\$98,028
Resource & Referral	97Q14	\$314,665		\$314,665
Total Non-Slots (Non-Direct)		<u>\$2,914,290</u>	<u>\$1,032,139</u>	<u>\$3,946,429</u>
Gold Seal Payments	97GSD	\$600,000		\$600,000
Performance Funding	QPIIPD,QPICA, QPIPQ, QPICQ	\$536,373		\$536,373
SR Matching Funding		<u>\$171,200</u>		<u>\$171,200</u>
Slots		<u>\$13,996,874</u>		<u>\$13,996,874</u>
Total Slots (Direct Services)		<u>\$15,304,447</u>		<u>\$15,304,447</u>
Grand Totals		<u>\$18,218,737</u>	<u>\$1,032,139</u>	<u>\$19,250,876</u>

NOA Total

Additional School Readiness-Related Programs and Funding

(Exclusive of OEL School Readiness Grant Award Funding)

<p>A. C.A.R.E.S. (Coronavirus Aid, Relief, and Economic Security Act) Funding (EL431)</p> <p>CFDA# 93.575/Child Care Development Fund (CCDF)</p> <p>Federal Award No. 2001FLCCC3 – 100% funding</p> <p> General Administration (no more than 5%)</p> <p> Rising Kindergarten Summer Program</p> <p> Provider Grants and Bonuses, First Responders Direct Payments</p> <p>Total</p>	<p align="right">\$211,949</p> <p align="right">\$555,200</p> <p align="right">\$3,683,770</p> <p align="right">\$4,238,970</p>
<p>B. Preschool Development Grant (PDG) (EL431)</p> <p>CFDA# 93.434/ESSA <u>Florida</u> Preschool Development Grants Birth Through Five, Federal Award Nos.</p> <p>Prior Year Carry Forward (PDG) (19/20): (July 1 – December 30, 2020)</p> <p>90TP0004–100% funding</p> <p> General Administration (no more than 5%)</p> <p> Best Practices for Child Assessments</p> <p> Total</p> <p>Current Year (PDG-R): (July 1, 2020 – June 30, 2021)</p> <p>90TP0068-01-00 – 100% funding</p> <p> General Administration (no more than 5%)</p> <p> Curricula Implementation</p> <p> Mental Health Supports</p> <p> Total</p> <p>GRAND TOTAL</p>	<p align="right">\$ 1,472</p> <p align="right">27,958</p> <p align="right">\$29,430</p> <p align="right">\$ 8,611</p> <p align="right">62,820</p> <p align="right">100,794</p> <p align="right">\$172,225</p> <p align="right">\$201,655</p>
<p>C. SR Program Assessment</p> <p>For General Administration of CLASS Assessments (OCA - SRPAS)</p> <p>Total (total dollar amount up to and not to exceed)</p>	<p align="center">Amount to be determined once grant award received for 2020/2021</p>
<p><u>D. Early Learning Florida</u> (through the University of Florida Lastinger Center)</p> <p>Effective dates 09/01/20 – 08/31/21</p> <p>Total (total dollar amount up to and not to exceed)</p>	<p align="right">\$5,000</p>

THIS AMENDMENT shall begin on December 2, 2020, or the date, on which the amendment has been signed by both parties, whichever is later.

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

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

This amendment is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 8 page amendment to be executed by their officials thereunto duly authorized.

**EARLY LEARNING COALITION OF
NORTH FLORIDA**

**EPISCOPAL CHILDREN'S SERVICES,
INC.**

NAME _____

NAME _____

TITLE _____

TITLE _____

SIGNED _____

SIGNED _____

DATE _____

DATE _____

VI. New/Unfinished Business

**C. Retro Active Approval (effective 09/01/2020)
of ELC of North Florida and the University of
Florida/Lastinger Center Early Learning Florida
Contract effective 09/01/20-08/31/21***

***ACTION ITEM**

ACTION ITEM SUMMARY

<p>DESCRIPTION</p>	<p>RETRO ACTIVE Approval (effective 09/01/20) ELC of North Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 09/01/20 – 08/31/21</p>
<p>Reason for Recommended Action</p>	<p>This Contract for Services is made and entered into by and between The University of Florida Board of Trustees (a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning) and the ELC of North Florida.</p> <p>THIS CONTRACT is to support the implementation of Early Learning Florida courses (e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching) that aligns with quality improvement goals/initiatives, for the Coalition’s Child Care Providers.</p> <p>The total contract is not to exceed \$5,000.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not be able to extend this professional development opportunity to the child care providers in the Coalition’s service area.
<p>How the Action will be accomplished</p>	<p>RETRO ACTIVE Approval (effective 09/01/20) of this Contract and party signatures.</p>

CONTRACT FOR SERVICES

This Contract for Services (this “Contract”) is made and entered into as of this 8th day of September, 2020, by and between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida (“**University**”), and Early Learning Coalition of North Florida (“**Vendor**”), collectively the “Parties.”

University hereby engages Vendor to provide the Services (hereinafter defined), and Vendor hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Vendor shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the “Services”). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Vendor’s industry.

2. **Compensation and Payment.** University shall pay Vendor for the Services in accordance with Exhibit A, a total amount not to exceed the total set forth in Exhibit A. Vendor shall not be entitled to any other fees, reimbursements or compensation under this Contract, unless mutually agreed to in writing and executed by both Parties, for additional services. Vendor shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Vendor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

3. **Addresses for Notices.** All Notices under this Contract shall be made in writing and addressed to the following:

University:
Lastinger Center for Learning
2-068 Norman Hall
PO Box 117052
Gainesville, FL 32611

Vendor:
Early Learning Coalition of North Florida
2450 Old Moultrie Road
Suite 103
St. Augustine, FL 32086

Attention: Dr. Philip Poekert
Phone: (352) 273-4103
Fax: (352) 392-3505
Email: poekert@coe.ufl.edu

Attention: Susan Pettijohn
Phone: (904) 342-2267
Email: spettijohn@elcnorthflorida.org

4. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, Standard Terms, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the Standard Terms shall prevail.

5. **Term.** The term of this Contract begins on the day entered above and continues until Services are completed to the University’s satisfaction and final payment is made or the Contract is terminated in accordance with section 10 of Exhibit B.

[Signature Page to follow]

SIGNATURE PAGE TO CONTRACT FOR SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first set forth above.

UNIVERSITY:

Signature: _____

Name: _____

Title: _____

Date: _____

VENDOR:

Signature: Dawn E Bell

Name: Dawn E. Bell

Title: Chief Executive Officer

Date: 9/17/20

EXHIBIT A

1. Scope of Services (Section 1).

Early Learning Coalition of North Florida agrees to support the implementation of Early Learning Florida and provide the **University of Florida, Lastinger Center for Learning (University)** with the following support, services, and/or materials:

- A. Identify two Early Learning Florida liaisons between Vendor and University:
 1. An Administrative liaison who is authorized to invoice, collect and maintain a record of W-9 forms, distribute and certify payment of Early Learning Florida stipends for practitioners.
 2. A Program/Professional Development liaison who will lead the development of a local implementation plan for Early Learning Florida courses (e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching) that aligns with the Contractor quality improvement goals/initiatives.
- B. Recruit Centers and Family Child Care Homes to enroll in Early Learning Florida courses; participating programs must serve young children birth to five years of age and have either an active school readiness contract or VPK contract.
 1. Distribute the electronic Early Learning Florida registration flyer to selected Administrators/Directors of Centers and Family Child Care Homes to participate in Early Learning Florida
 2. Establish criteria and select eligible Centers and Family Child Care Homes
 3. Provide University with names and email addresses of Center Directors and Family Child Care homes selected.
 4. Provide University with names and email addresses of participants from selected Centers and Family Child Care Homes who will enroll in Early Learning Florida courses.
- C. Select Early Learning Florida courses that support local quality improvement goals.
 1. Hosting or Statewide Course Seats: Identify the courses and model (e.g., online only, online with CoP Facilitation, or online with TA Coaching) of each course selected that will be available to the Centers and Family Child Care Homes.
 - a. Assign Practitioners from selected Centers and Family Child Care Homes to the courses and models that best meet their professional development needs.
 2. Practitioner Direct Enrollment: Provide the link and/or flyer for participants to direct enroll into courses from Early Learning Florida online course catalog
- D. Maintain a list of all staff or affiliated partners who completed the CoP Facilitation and TA Coaching Institutes.
 1. Assign a qualified CoP Facilitator or TA Coach who has completed the appropriate University training to each section and provide this information to the University.
- E. Identify the location for CoP Facilitation meetings and the location of centers/homes where TA coaching will take place and provide this information to the University.

- F. Ensure administrative support by staff assigned to support Early Learning Florida implementation (e.g., providing time for planning, coordinating, and collaborating with staff and local partners to support Early Learning Florida implementation; sharing information about Early Learning Florida with Centers and Family Child Care Homes providing school readiness services; completing required documentation of CoP sessions and coaching; submitting timely invoices)
- G. Collect and provide University with documentation on Early Learning Florida CoP meetings and TA Coaching sessions (e.g., coaching logs, CoP agendas, sign-in sheets).
- H. Provide regular feedback to University on application, registration/enrollment process, courses, CoP and TA Coaching support, learning management system, and other elements of Early Learning Florida to meet the professional development needs of practitioners, CoP Facilitators, and TA Coaches.
- I. Support evaluation of Early Learning Florida through providing existing data (e.g., demographic information, existing CLASS scores) and/or facilitating original data collection, including focus groups, as needed.
- J. Distribute information (e.g., brochures, flyers, announcements) on Early Learning Florida.
- K. Complete timely invoicing for practitioner stipends and CoP facilitation and TA coaching. Provide timely payment of individual stipends to practitioners who attain mastery in each course.
 - 1. Maintain accurate and detailed financial records
 - 2. Submit appropriate invoicing documentation and written confirmation of payment per University invoicing procedures

- 2. **Term (Section 2).** The term of this Contract shall begin on September 1, 2020 and terminate on August 31, 2021.
- 3. **Compensation and Payment Schedule (Section 3).** The Vendor shall receive stipends as detailed in the Payment Schedule below:

Description	Unit Cost	Evidence of Completion
Practitioners - Online Only	\$125/practitioner achieving course mastery	EFT printout
Practitioners – CoP or TA Coach	\$150/practitioner achieving course mastery with CoP/TA help	
CoP Facilitator	\$100/cohort of 10 practitioners with CoP facilitation	Sign in Sheets from each COP session
TA Coach	\$110/practitioner with TA Coaching	Coaching log from each session from TA Coach
ELC Admin	\$35/practitioner enrolled	Number enrolled via LMS

Total Contract not to exceed Five Thousand Dollars (\$5,000).

The Vendor must provide written confirmation that stipends were distributed to practitioners who attain mastery in each course. The Vendor must also provide documentation that CoP Facilitation and/or TA Coaching was provided. The Vendor agrees that the money received can only be used for the purpose described under this section. Should the Vendor be unable to distribute the stipend to the practitioner, the undistributed stipend funds must be returned to the University of Florida, Lastinger Center for Learning via check. Check must be made payable to the **University of Florida** and mailed to the address for University under Notices (Section 3). Funds must be received no later than August 31, 2021.

EXHIBIT B**University of Florida Standard
Terms and Conditions**

These Standard Terms and Conditions (the "Terms") are hereby attached to the Contract, together with any invoices, attachments, appendices, exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or otherwise issued in connection therewith (collectively, the "Agreement"), constitutes the entire and exclusive agreement between The University of Florida Board of Trustees ("UF") and the vendor identified in the Agreement (the "Vendor"). UF's approval and acceptance of the Agreement is conditioned on Vendor's agreement that any terms different from or in addition to these Terms, whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Agreement, even if Vendor purports to condition its acceptance of these Terms on UF's agreement to such different or additional terms. Vendor's electronic acceptance, receipt of payment, acknowledgement of these Terms, or commencement of performance constitutes Vendor's acceptance of these Terms. If any discrepancy, difference or conflict exists between the various provisions of these Terms and the Agreement, these Terms shall control.

1. **PAYMENT.** Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post- audit; payment procedures and invoice requirements are available on UF's Disbursement Services [website](#). If UF does not issue payment within 30 days of receipt of a proper invoice, UF may pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UF. Vendors experiencing payment problems may contact University Disbursements at (352) 392-1241. UF may make payments to Vendor via the University's EFT/ACH or ePayables payment process. Vendor shall provide the necessary information to UF upon request. If Vendor is making payment to UF, Vendor shall pay timely and not offset any amounts or be cause for termination.
2. **TAXES.** UF is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of [UF's Certificate of Exemption](#) is available from the UF website. Vendor is responsible for applicable taxes under the Agreement.
3. **VENDOR STATUS.** Vendor will supply UF with a complete [vendor application](#) and W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply UF with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.
4. **AVAILABILITY OF FUNDS.** UF's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.
5. **AUDIT & RECORD KEEPING.** Vendor will cooperate with UF and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by UF and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by UF upon reasonable notice to UF. UF will provide Vendor with reasonable notice of the need for such.
6. **TRAVEL.** Vendor shall not charge UF for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that UF is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and UF's [Travel Directives and Procedures](#), and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to UF. Any expenses in excess of the amounts prescribed shall be borne by Vendor.
7. **INDEMNITY.** Nothing in the Agreement shall be construed as UF's indemnification of the Vendor or as a waiver of sovereign immunity as set forth and limited by Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless University of Florida, the UF Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.
8. **ASSUMPTION OF RISK.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. UF is not liable for the acts of third parties or the consequences of the acts of third parties.
9. **INFRINGEMENT.** Vendor represents that any goods or services furnished or provided to UF, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against UF and will indemnify UF against an award of damages and costs made against UF by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by UF infringes a trademark or copyright of a third party; provided that UF notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.
10. **TERMINATION.** The Agreement may be terminated by UF by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. UF may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or to the reasonable satisfaction of the University, or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, UF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UF.
11. **INSURANCE.** UF, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for the Agreement.
 - a) Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement and at UF's request, name UF as additional insured on the Vendor's policies. If Vendor is required to obtain specific insurance under paragraph 49 of these Terms, then the policy must carry an endorsement to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to UF, then the Vendor will be required to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in the coverage or amount and

secure any new insurance as required to comply with the Agreement to ensure continuous coverage. If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, UF may terminate the Agreement. Vendor shall do nothing that will adversely affect UF, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Agreement. UF reserves the right to cancel any award made or cancel the Agreement if Vendor fails to supply and/or maintain the required coverage. Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Agreement, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

- 12. ADVERTISING OR PUBLICATION.** Neither Vendor nor any of its subcontractors or affiliates shall cause or allow the name of UF or any UF logo or mark (or any variation thereof), or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of UF. Except with the prior written consent of the other party, no party shall make any press or media announcement concerning the Agreement. In the case of UF, consent must be provided by its Office of Strategic Communications and Marketing.
- 13. RELATIONSHIP OF THE PARTIES.** Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered UF employees or agents. Vendor is retained by UF only for those purposes and to the extent set forth in the Agreement.
- 14. PROHIBITIONS.** Vendor is prohibited from (a) incurring any debt on behalf of UF; (b) entering into any contract, arrangement, or transaction which binds UF to any extent or creates any obligation on UF; or (c) utilizing UF's name, credit, reputation, good-will, resources, or assets for any purpose.
- 15. GOVERNING LAW.** The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state courts located in Alachua County, Florida.
- 16. DELETION.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by UF to the Vendor; (b) Restrictions on the hiring of the Vendor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Vendor's liability; (f) Indemnification of the Vendor by UF; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.
- 17. NON-WAIVER.** Except as otherwise provided in the Agreement, failure by UF to insist on strict performance of any provision of the Agreement, complain of any action, non-action, or default of the Vendor, or to exercise any right or privilege, shall not constitute a waiver of UF's rights hereunder.
- 18. ASSIGNMENT.** The Agreement may not be assigned, whether by operation of law or otherwise, subcontracted or modified by either party except as agreed to in writing and signed by the Parties, and the Agreement shall be binding upon the Parties' successors and assigns.
- 19. THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.
- 20. ACCESS TO WORK.** If applicable, UF shall at all times have access to review the ongoing work of Vendor for purposes of inspecting the same and determining that the Vendor's performance is in accordance with the terms of the Agreement.
- 21. OWNERSHIP OF WORKS.** UF shall retain all rights, title and interest in any content, data or other intellectual property owned or supplied by UF.
- 22. CONFIDENTIALITY/PRIVACY.** Vendor acknowledges and agrees that any and all documents, materials and information furnished to the Vendor by UF or its affiliates in connection with the Agreement (the "Confidential Information") are and shall remain at all times proprietary, and the sole property of UF. Vendor shall not disclose Confidential Information to third parties unless it obtains UF's prior written consent prior to such disclosure. Vendor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA), and Vendor shall obtain, in advance, all necessary permissions and consents in regards to its collection and/or receipt of any such Confidential Information or PII. In the event that UF will share with Vendor or provides access to Vendor of any Protected Health Information ("PHI"), as that term is defined by state or federal law, in order to perform the Agreement, UF and Vendor shall enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees that, upon request from UF or upon the termination or expiration of the Agreement, Vendor shall return to UF, and shall erase, destroy, and render unreadable as applicable, all Confidential Information, PII and PHI from all files, hard drives, computer or network systems, backup systems, cloud storing services or from any other location containing any such information, and certify in writing to UF that these actions have been completed within thirty (30) days of the termination or expiration of the Agreement or within seven (7) days of the request of UF, whichever shall come first. In the event of a breach of any of Vendor's obligations herein, Vendor agrees to indemnify, hold harmless and defend UF against any claims, damages, or other harm related to such breach. In the event the Vendor required by subpoena or other judicial or administrative process or by law to disclose such records PII, PHI, or Confidential Information, the Vendor shall (i) provide UF with prompt notice thereof; (ii) consult with UF on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the information; and (v) reasonably cooperate with UF in any attempt that UF may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. This provision shall survive the expiration or earlier termination of the Agreement.
- 23. PUBLIC RECORDS.** UF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the "Florida Public Records Laws"), and UF will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by UF to perform the service; (2) Upon request from UF's custodian of public records, provide UF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to UF; and (4) upon completion of the Agreement, transfer, at no cost, to UF all public records in possession of Vendor or keep and maintain public records required by UF to perform the service. If Vendor transfers all public records to UF upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UF, upon request by UF's public records custodian,

in a format that is compatible with UF's information technology systems. If UF receives a request for public records, and UF does not possess such records, UF shall immediately notify Vendor of such request, and Vendor must provide them to UF or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with the request for records, UF shall enforce the terms of the Agreement, and Vendor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. UF may unilaterally cancel the Agreement for Vendor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, BY EMAIL AT pr_request@ufl.edu, OR BY MAIL AT 101 TIGERT HALL, PO Box 113156, GAINESVILLE, FLORIDA 32611.**

- 24. COMPLIANCE WITH LAWS.** In the performance of the Agreement, Vendor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Vendor shall also comply with all applicable UF policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.
- 25. COMPLIANCE WITH EXPORT CONTROL REGULATIONS.** To the extent that U.S. Export Control Regulations apply to Vendor, then Vendor agrees to comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export controlled products, technology and/or software ("goods") to UF, Vendor will provide UF with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.
- 26. COMPLIANCE WITH PCI-DSS.** If the Vendor is performing any credit card processing on behalf of UF, Vendor warrants and represents that it has the appropriate safeguarding measures to protect cardholder data, and, at a minimum, shall fully comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Vendor further agrees to comply with UF's [Payment Card Policy and UF Credit Card Standards](#).
- 27. CERTIFICATION.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).
- 28. LOBBYING.** Vendor is prohibited from using funds provided under the Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 29. UNAUTHORIZED ALIENS.** The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for UF'S unilateral cancellation of the Agreement.
- 30. EQUAL OPPORTUNITY.** Vendor affirms the principles of equal opportunity employment. Vendor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.
- 32. NO CONFLICT OF INTEREST.** Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with UF, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement. In addition, as applicable, neither Vendor nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of UF in connection with any of the Services.
- 33. AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA.** IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE FEDERAL FLOW THROUGH REQUIREMENTS, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS
- 34. AUTHORITY TO EXECUTE.** The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.
- 35. FACSIMILE SIGNATURES ALLOWED.** The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature.
- 36. SURVIVAL.** Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.
- 37. SEVERABILITY.** Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.
- 38. NOTICE.** Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.
- 39. AMENDMENTS.** The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.
- 40. COUNTERPARTS; FACSIMILES.** The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.
- 41. DATA PROTECTION COMPLIANCE.** To the extent applicable, Vendor shall ensure and hereby represents and warrants that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international

privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR).

ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS.

42. **Key Personnel.** Vendor may only reassign or substitute Key Personnel upon consent by UF, not to be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond Vendor's control, provided that prior notice of such reassignment or substitution is delivered to UF. Additionally, Vendor shall substitute Key Personnel upon UF's reasonable request.

43. **Ownership of Work Product.** All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under the Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) are considered a work-made-for hire and shall be property of UF whether created individually by the Vendor or jointly with UF, on or off premises. If Vendor is providing software, UF may create and retain a copy of the Vendor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. This provision shall survive the expiration or earlier termination of the Agreement.

44. **Access to Work.** Although Vendor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet UF's standards and approval and shall be subject to UF's general right of inspection to secure the satisfactory completion thereof.

45. **Non-Compete.** If Vendor is acting as a consultant to UF and is representing UF's interests in dealings with other third parties, Vendor shall not accept employment with or act as an independent contractor for such third parties for a period of one (1) year after the Agreement is terminated.

46. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS.

47. **Deposit.** Unless non-state funds are being used to pay, UF cannot make deposits or prepay any amounts. Any deposits made by UF are refundable.

48. **Warranty.** Vendor warrants that it has all of the requisite resources, skill, experience and qualifications to perform all of the services obtained by UF in a professional and workmanlike manner, in accordance with industry standards for similar services

49. **Insurance.** In addition to paragraph 11(a) of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and UF, with an insurer reasonably acceptable to UF: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury and contractual liability in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Workers Compensation Coverage, to be maintained in an amount equal to or greater than the statutory limits required by the laws of the State of Florida. In the event the Vendor is exempt by law from carrying Worker's Compensation insurance, Vendor must provide proof of exemption. The Vendor shall deliver to UF true and correct copies of certificates of such insurance and/or exemption. The certificate shall indicate that the Commercial General Liability policy carries an endorsement which names **The University of Florida Board of Trustees and their respective trustees, directors, officers, employees and agents**, as additional insureds. The Vendor's policy shall be primary and any insurance carried by UF shall be noncontributing with respect thereto.

Certificate Of Completion

Envelope Id: 96D07534A2A240F5A32517698D89AD00
 Subject: Please DocuSign: NorthFL.pdf
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 1
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent
 Envelope Originator:
 John Fuller
 971 Elmore Drive, Rm 102
 PO Box 115250
 Gainesville, FL 32611
 fullerjn@ufl.edu
 IP Address: 128.227.181.198

Record Tracking

Status: Original
 9/17/2020 11:33:40 AM
 Holder: John Fuller
 fullerjn@ufl.edu
 Location: DocuSign

Signer Events

Dawn Bell
 dbell@elcnorthflorida.org
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

Timestamp

Sent: 9/17/2020 11:35:53 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Susan Pettijohn
 spettijohn@elcnorthflorida.org
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 9/17/2020 11:35:53 AM
 Viewed: 9/17/2020 11:59:39 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Hashed/Encrypted
 9/17/2020 11:35:53 AM

Payment Events

Status

Timestamps

VI. New/Unfinished Business

**D. Retro Active Approval (effective 09/01/2020)
of ELC of North Florida-University of
Florida/Lastinger Center and Episcopal
Children's Services Early Learning Florida
Contract effective 09/01/20-08/31/21***

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	RETRO ACTIVE Approval (effective 09/01/20) ELC of North Florida - University of Florida/Lastinger Center and Episcopal Children’s Services Early Learning Florida Contract effective 09/01/20 – 08/31/21
Reason for Recommended Action	<p>(This Contract and dollar amount was also added to ECS’s 2020/2021 primary contract with amendment #2.)</p> <p>THIS CONTRACT is to support the implementation of Early Learning Florida courses (e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching) that aligns with quality improvement goals/initiatives, for the Coalition’s Child Care Providers.</p> <p>The total contract is not to exceed \$5,000.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not be able to extend this professional development opportunity to the child care providers in the Coalition’s service area (through ECS).
How the Action will be accomplished	RETRO ACTIVE Approval (effective 09/01/20) of this Contract and party signatures.

CONTRACT FOR SERVICES

This Contract for Services (this “Contract”) is made and entered into as of this 8th day of September, 2020, by and between the **Early Learning Coalition of North Florida (“ELC”)**, and **Episcopal Children’s Services (“Vendor”)** in cooperation with the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida (**“University”**), collectively the “Parties.”

University hereby engages Vendor to provide the Services (hereinafter defined), and Vendor hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Vendor shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the “Services”). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Vendor’s industry.

2. **Compensation and Payment.** University shall pay Vendor for the Services in accordance with Exhibit A, a total amount not to exceed the total set forth in Exhibit A. Vendor shall not be entitled to any other fees, reimbursements or compensation under this Contract, unless mutually agreed to in writing and executed by both Parties, for additional services. Vendor shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Vendor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

3. **Addresses for Notices.** All Notices under this Contract shall be made in writing and addressed to the following:

University:

Lastinger Center for Learning
2-068 Norman Hall
PO Box 117052
Gainesville, FL 32611

ELC:

Early Learning Coalition of North Florida
2450 Old Moultrie Road
Suite 103
St. Augustine, FL 32086

Attention: Dr. Philip Poekert
Phone: (352) 273-4103
Fax: (352) 392-3505
Email: poekert@coe.ufl.edu

Attention: Susan Pettijohn
Phone: (904) 342-2267

Email: spettijohn@elcnorthflorida.org

4. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, Standard Terms, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the Standard Terms shall prevail.

5. **Term.** The term of this Contract begins on the day entered above and continues until Services are completed to the University’s satisfaction and final payment is made or the Contract is terminated in accordance with section 10 of Exhibit B.

[Signature Page to follow]

SIGNATURE PAGE TO CONTRACT FOR SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first set forth above.

Early Learning Coalition of North Florida (**ELC**):

Episcopal Children's Services (**VENDOR**):

Signature: _____

Signature: _____

Name: Dawn E. Bell

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

1. Scope of Services (Section 1).

Early Learning Coalition of North Florida (“ELC”) and Episcopal Children’s Services (“Vendor”) agrees to support the implementation of Early Learning Florida and provide the **University of Florida, Lastinger Center for Learning (“University”)** with the following support, services, and/or materials:

- A. Identify two Early Learning Florida liaisons between Vendor and University:
 - 1. An Administrative liaison who is authorized to invoice, collect and maintain a record of W-9 forms, distribute and certify payment of Early Learning Florida stipends for practitioners.
 - 2. A Program/Professional Development liaison who will lead the development of a local implementation plan for Early Learning Florida courses (e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching) that aligns with the Contractor quality improvement goals/initiatives.
- B. Recruit Centers and Family Child Care Homes to enroll in Early Learning Florida courses; participating programs must serve young children birth to five years of age and have either an active school readiness contract or VPK contract.
 - 1. Distribute the electronic Early Learning Florida registration flyer to selected Administrators/Directors of Centers and Family Child Care Homes to participate in Early Learning Florida
 - 2. Establish criteria and select eligible Centers and Family Child Care Homes
 - 3. Provide University with names and email addresses of Center Directors and Family Child Care homes selected.
 - 4. Provide University with names and email addresses of participants from selected Centers and Family Child Care Homes who will enroll in Early Learning Florida courses.
- C. Select Early Learning Florida courses that support local quality improvement goals.
 - 1. Hosting or Statewide Course Seats: Identify the courses and model (e.g., online only, online with CoP Facilitation, or online with TA Coaching) of each course selected that will be available to the Centers and Family Child Care Homes.
 - a. Assign Practitioners from selected Centers and Family Child Care Homes to the courses and models that best meet their professional development needs.
 - 2. Practitioner Direct Enrollment: Provide the link and/or flyer for participants to direct enroll into courses from Early Learning Florida online course catalog
- D. Maintain a list of all staff or affiliated partners who completed the CoP Facilitation and TA Coaching Institutes.
 - 1. Assign a qualified CoP Facilitator or TA Coach who has completed the appropriate University training to each section and provide this information to the University.
- E. Identify the location for CoP Facilitation meetings and the location of centers/homes where TA coaching will take place and provide this information to the University.

- F. Ensure administrative support by staff assigned to support Early Learning Florida implementation (e.g., providing time for planning, coordinating, and collaborating with staff and local partners to support Early Learning Florida implementation; sharing information about Early Learning Florida with Centers and Family Child Care Homes providing school readiness services; completing required documentation of CoP sessions and coaching; submitting timely invoices)
 - G. Collect and provide University with documentation on Early Learning Florida CoP meetings and TA Coaching sessions (e.g., coaching logs, CoP agendas, sign-in sheets).
 - H. Provide regular feedback to University on application, registration/enrollment process, courses, CoP and TA Coaching support, learning management system, and other elements of Early Learning Florida to meet the professional development needs of practitioners, CoP Facilitators, and TA Coaches.
 - I. Support evaluation of Early Learning Florida through providing existing data (e.g., demographic information, existing CLASS scores) and/or facilitating original data collection, including focus groups, as needed.
 - J. Distribute information (e.g., brochures, flyers, announcements) on Early Learning Florida.
 - K. Complete timely invoicing for practitioner stipends and CoP facilitation and TA coaching. Provide timely payment of individual stipends to practitioners who attain mastery in each course.
 - 1. Maintain accurate and detailed financial records
 - 2. Submit appropriate invoicing documentation and written confirmation of payment per University invoicing procedures
2. **Term (Section 2).** The term of this Contract shall begin on September 1, 2020 and terminate on August 31, 2021.
3. **Compensation and Payment Schedule (Section 3).** The Vendor shall receive stipends as detailed in the Payment Schedule below:

Description	Unit Cost	Evidence of Completion
Practitioners - Online Only	\$125/practitioner achieving course mastery	EFT printout
Practitioners – CoP or TA Coach	\$150/practitioner achieving course mastery with CoP/TA help	
CoP Facilitator	\$100/cohort of 10 practitioners with CoP facilitation	Sign in Sheets from each COP session
TA Coach	\$110/practitioner with TA Coaching	Coaching log from each session from TA Coach
ELC Admin	\$35/practitioner enrolled	Number enrolled via LMS

Total Contract not to exceed Five Thousand Dollars (\$5,000).

The Vendor must provide written confirmation that stipends were distributed to practitioners who attain mastery in each course. The Vendor must also provide documentation that CoP Facilitation and/or TA Coaching was provided. The Vendor agrees that the money received can only be used for the purpose described under this section. Should the Vendor be unable to distribute the stipend to the practitioner, the undistributed stipend funds must be returned to the University of Florida, Laster Center for Learning via check. Check must be made payable to the **University of Florida** and mailed to the address for University under Notices (Section 3). Funds must be received no later than August 31, 2021.

EXHIBIT B

University of Florida Standard Terms and Conditions

These Standard Terms and Conditions (the "Terms") are hereby attached to the Contract, together with any invoices, attachments, appendices, exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or otherwise issued in connection therewith (collectively, the "Agreement"), constitutes the entire and exclusive agreement between The University of Florida Board of Trustees ("UF") and the vendor identified in the Agreement (the "Vendor"). UF's approval and acceptance of the Agreement is conditioned on Vendor's agreement that any terms different from or in addition to these Terms, whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Agreement, even if Vendor purports to condition its acceptance of these Terms on UF's agreement to such different or additional terms. Vendor's electronic acceptance, receipt of payment, acknowledgement of these Terms, or commencement of performance constitutes Vendor's acceptance of these Terms. If any discrepancy, difference or conflict exists between the various provisions of these Terms and the Agreement, these Terms shall control.

1. **PAYMENT.** Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post- audit; payment procedures and invoice requirements are available on UF's Disbursement Services [website](#). If UF does not issue payment within 30 days of receipt of a proper invoice, UF may pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UF. Vendors experiencing payment problems may contact University Disbursements at (352) 392-1241. UF may make payments to Vendor via the University's EFT/ACH or ePayables payment process. Vendor shall provide the necessary information to UF upon request. If Vendor is making payment to UF, Vendor shall pay timely and not offset any amounts or be cause for termination.
2. **TAXES.** UF is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of [UF's Certificate of Exemption](#) is available from the UF website. Vendor is responsible for applicable taxes under the Agreement.
3. **VENDOR STATUS.** Vendor will supply UF with a complete [vendor application](#) and W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply UF with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.
4. **AVAILABILITY OF FUNDS.** UF's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.
5. **AUDIT & RECORD KEEPING.** Vendor will cooperate with UF and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by UF and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by UF upon reasonable notice to UF. UF will provide Vendor with reasonable notice of the need for such.
6. **TRAVEL.** Vendor shall not charge UF for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that UF is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and UF's [Travel Directives and Procedures](#), and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to UF. Any expenses in excess of the amounts prescribed shall be borne by Vendor.
7. **INDEMNITY.** Nothing in the Agreement shall be construed as UF's indemnification of the Vendor or as a waiver of sovereign immunity as set forth and limited by Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless University of Florida, the UF Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.
8. **ASSUMPTION OF RISK.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. UF is not liable for the acts of third parties or the consequences of the acts of third parties.
9. **INFRINGEMENT.** Vendor represents that any goods or services furnished or provided to UF, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against UF and will indemnify UF against an award of damages and costs made against UF by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by UF infringes a trademark or copyright of a third party; provided that UF notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.
10. **TERMINATION.** The Agreement may be terminated by UF by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. UF may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or to the reasonable satisfaction of the University, or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, UF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UF.
11. **INSURANCE.** UF, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for the Agreement.
 - a) Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement and at UF's request, name UF as additional insured on the Vendor's policies. **If Vendor is required to obtain specific insurance under paragraph 49 of these Terms**, then the policy must carry an endorsement to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to UF, then the Vendor will be required to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with the Agreement to ensure continuous coverage. If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, UF may terminate the Agreement. Vendor shall do nothing that will adversely affect UF, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Agreement. UF reserves the right to cancel any award made or cancel the Agreement if Vendor fails to supply and/or maintain the required coverage. Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Agreement, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

12. ADVERTISING OR PUBLICATION. Neither Vendor nor any of its subcontractors or affiliates shall cause or allow the name of UF or any UF logo or mark (or any variation thereof), or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of UF. Except with the prior written consent of the other party, no party shall make any press or media announcement concerning the Agreement. In the case of UF, consent must be provided by its Office of Strategic Communications and Marketing.

13. RELATIONSHIP OF THE PARTIES. Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered UF employees or agents. Vendor is retained by UF only for those purposes and to the extent set forth in the Agreement.

14. PROHIBITIONS. Vendor is prohibited from (a) incurring any debt on behalf of UF; (b) entering into any contract, arrangement, or transaction which binds UF to any extent or creates any obligation on UF; or (c) utilizing UF's name, credit, reputation, good-will, resources, or assets for any purpose.

15. GOVERNING LAW. The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state courts located in Alachua County, Florida.

16. DELETION. Any term and/or condition in the Agreement on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by UF to the Vendor; (b) Restrictions on the hiring of the Vendor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Vendor's liability; (f) Indemnification of the Vendor by UF; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.

17. NON-WAIVER. Except as otherwise provided in the Agreement, failure by UF to insist on strict performance of any provision of the Agreement, complain of any action, non-action, or default of the Vendor, or to exercise any right or privilege, shall not constitute a waiver of UF's rights hereunder.

18. ASSIGNMENT. The Agreement may not be assigned, whether by operation of law or otherwise, subcontracted or modified by either party except as agreed to in writing and signed by the Parties, and the Agreement shall be binding upon the Parties' successors and assigns.

19. THIRD PARTY BENEFICIARIES. The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.

20. ACCESS TO WORK. If applicable, UF shall at all times have access to review the ongoing work of Vendor for purposes of inspecting the same and determining that the Vendor's performance is in accordance with the terms of the Agreement.

21. OWNERSHIP OF WORKS. UF shall retain all rights, title and interest in any content, data or other intellectual property owned or supplied by UF.

22. CONFIDENTIALITY/PRIVACY. Vendor acknowledges and agrees that any and all documents, materials and information furnished to the Vendor by UF or its affiliates in connection with the Agreement (the "Confidential Information") are and shall remain at all times proprietary, and the sole property of UF. Vendor shall not disclose Confidential Information to third parties unless it obtains UF's prior written consent prior to such disclosure. Vendor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA), and Vendor shall obtain, in advance, all necessary permissions and consents in regards to its collection and/or receipt of any such Confidential Information or PII. In the event that UF will share with Vendor or provides access to Vendor of any Protected Health Information ("PHI"), as that term is defined by state or federal law, in order to perform the Agreement, UF and Vendor shall enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees that, upon request from UF or upon the termination or expiration of the Agreement, Vendor shall return to UF, and shall erase, destroy, and render unreadable as applicable, all Confidential Information, PII and PHI from all files, hard drives, computer or network systems, backup systems, cloud storing services or from any other location containing any such information, and certify in writing to UF that these actions have been completed within thirty (30) days of the termination or expiration of the Agreement or within seven (7) days of the request of UF, whichever shall come first. In the event of a breach of any of Vendor's obligations herein, Vendor agrees to indemnify, hold harmless and defend UF against any claims, damages, or other harm related to such breach. In the event the Vendor required by subpoena or other judicial or administrative process or by law to disclose such records PII, PHI, or Confidential Information, the Vendor shall (i) provide UF with prompt notice thereof; (ii) consult with UF on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information; and (v) reasonably cooperate with UF in any attempt that UF may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. This provision shall survive the expiration or earlier termination of the Agreement.

23. PUBLIC RECORDS. UF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the "Florida Public Records Laws"), and UF will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by UF to perform the service; (2) Upon request from UF's custodian of public records, provide UF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to UF; and (4) upon completion of the Agreement, transfer, at no cost, to UF all public records in possession of Vendor or keep and maintain public records required by UF to perform the service. If Vendor transfers all public records to UF upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UF, upon request by UF's public records custodian, in a format that is compatible with UF's information technology systems. If UF receives a request for public records, and UF does not possess such records, UF shall immediately notify Vendor of such request, and Vendor must provide them to UF or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with the request for records, UF shall enforce the terms of the Agreement, and Vendor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. UF may unilaterally cancel the Agreement for Vendor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, BY EMAIL AT pr-request@ufl.edu, OR BY MAIL AT 101 TIGERT HALL, PO Box 113156, GAINESVILLE, FLORIDA 32611.**

24. COMPLIANCE WITH LAWS. In the performance of the Agreement, Vendor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Vendor shall also comply with all applicable UF policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

25. COMPLIANCE WITH EXPORT CONTROL REGULATIONS. To the extent that U.S. Export Control Regulations apply to Vendor, then Vendor agrees to comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export controlled products, technology and/or software ("goods") to UF, Vendor will provide UF with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

26. COMPLIANCE WITH PCI-DSS. If the Vendor is performing any credit card processing on behalf of UF, Vendor warrants and represents that it has the appropriate safeguarding measures to protect cardholder data, and, at a minimum, shall fully comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Vendor further agrees to comply with UF's [Payment Card Policy and UF Credit Card Standards](#).

27. **CERTIFICATION.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).
28. **LOBBYING.** Vendor is prohibited from using funds provided under the Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
29. **UNAUTHORIZED ALIENS.** The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for UF'S unilateral cancellation of the Agreement.
30. **EQUAL OPPORTUNITY.** Vendor affirms the principles of equal opportunity employment. Vendor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.
32. **NO CONFLICT OF INTEREST.** Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with UF, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement. In addition, as applicable, neither Vendor nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of UF in connection with any of the Services.
33. **AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA.** IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE **FEDERAL FLOW THROUGH REQUIREMENTS**, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS
34. **AUTHORITY TO EXECUTE.** The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.
35. **FACSIMILE SIGNATURES ALLOWED.** The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature.
36. **SURVIVAL.** Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.
37. **SEVERABILITY.** Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.
38. **NOTICE.** Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.
39. **AMENDMENTS.** The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.
40. **COUNTERPARTS; FACSIMILES.** The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.
41. **DATA PROTECTION COMPLIANCE.** To the extent applicable, Vendor shall ensure and hereby represents and warrants that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR).

ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS.

42. **Key Personnel.** Vendor may only reassign or substitute Key Personnel upon consent by UF, not to be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond Vendor's control, provided that prior notice of such reassignment or substitution is delivered to UF. Additionally, Vendor shall substitute Key Personnel upon UF's reasonable request.
43. **Ownership of Work Product.** All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under the Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) are considered a work-made-for hire and shall be property of UF whether created individually by the Vendor or jointly with UF, on or off premises. If Vendor is providing software, UF may create and retain a copy of the Vendor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. This provision shall survive the expiration or earlier termination of the Agreement.
44. **Access to Work.** Although Vendor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet UF's standards and approval and shall be subject to UF's general right of inspection to secure the satisfactory completion thereof.
45. **Non-Compete.** If Vendor is acting as a consultant to UF and is representing UF's interests in dealings with other third parties, Vendor shall not accept employment with or act as an independent contractor for such third parties for a period of one (1) year after the Agreement is terminated.
46. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS.

47. **Deposit.** Unless non-state funds are being used to pay, UF cannot make deposits or prepay any amounts. Any deposits made by UF are refundable.
48. **Warranty.** Vendor warrants that it has all of the requisite resources, skill, experience and qualifications to perform all of the services obtained by UF in a professional and workmanlike manner, in accordance with industry standards for similar services
49. **Insurance.** In addition to paragraph 11(a) of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and UF, with an insurer reasonably acceptable to UF: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury and contractual liability in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Workers Compensation Coverage, to be maintained in an amount equal to or greater than the statutory limits required by the laws of the State of Florida. In the event the Vendor is exempt by law from carrying Worker's Compensation insurance, Vendor must provide proof of exemption. The Vendor shall deliver to UF true and correct copies of certificates of such insurance and/or exemption. The certificate shall indicate that the Commercial General Liability policy carries an endorsement which names **The University of Florida Board of Trustees and their respective trustees, directors, officers, employees and agents**, as additional insureds. The Vendor's policy shall be primary and any insurance carried by UF shall be noncontributing with respect thereto.

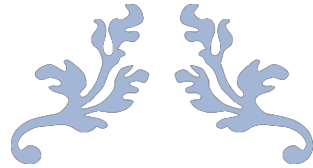
VI. New/Unfinished Business

E. Approval of 2019-21 School Readiness Plan Amendment #26-POLICY REVISIONS*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2019-21 School Readiness Plan Amendment #26 – POLICY REVISIONS
Reason for Recommended Action	<p>The Episcopal Children’s Services (ECS) Procurement and Disbursement policies, as well as their Information Technology (IT) policies were updated by staff to include all departments/programs of ECS.</p> <p>Upon SR Plan Amendment #26 submission, OEL required further minor revisions and clarifications. The following two School Readiness Plan Attachments were revised.</p> <ul style="list-style-type: none"> • Attachment I F and I J ECS (Episcopal Children’s Services) Procurement-Disbursements Pol and Proc Final 101520 • Attachment I I ECS SRAD01 IT Pol and Proc Final 060320 – showing edits <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition’s School Readiness Plan would not be properly updated/in compliance with OEL.
How the Action will be accomplished	Board Approval, then OEL Approval.



EPISCOPAL CHILDREN'S SERVICES

Procurement and Disbursements Policies and Procedures



Final Version

Last Updated
10/15/2020

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Overview

Episcopal Children's Services will practice ethical, responsible and reasonable procedures related to purchasing, agreements, contracts, and related forms of financial commitment.

Purpose of this Document

This document establishes policy and furnishes the procedures to ensure that Episcopal Children's Services (ECS), through its procurement process, protects the funds it disburses, derives the maximum return of services from those funds, and complies with applicable state and federal laws, rules, and regulations governing contracts for services and commodities.

Further, this document is intended to facilitate the development and implementation of consistent purchasing and contract administration activities throughout all ECS properties.

This manual provides ECS procurement practitioners with guidelines pertaining to their authority and responsibilities for the solicitation, receipt, and evaluation of proposals, as well as the subsequent award and administration of the resulting purchase order contracts. It also identifies the roles and responsibilities of the other ECS groups regarding purchasing and contract administration activities.

Legislative Direction

ECS operates with both state and federal funding. All purchases will be categorized by the ECS buyer as State Only Funding, Federal Only Funding or Federal and State Funding. If a proposed expenditure will use only Federal funds, then only Federal procurement legislation will apply. If a proposed expenditure will use only State of Florida funds, then only Florida procurement legislation will apply. If a proposed expenditure will use both State and Federal funds, then the most conservative governmental procurement legislation will be applied.

The following documents function as the primary guidelines for this policy manual:

Florida Statutes, Chapters 215 and 287. Florida Rules 60A, 60L and 69L. Chapter 2013-252 F.S.

OMB 2 CFR 200.302 through 2 CFR 200.326, 2 CFR 200.403.

Applicability

These procedures are applicable to all ECS personnel engaged in purchasing and contract administration activities. Recognition is given to the variety of situations under which central and satellite site personnel must work and how each differs in organizational responsibility. This does not, however, alter Corporate and Property Site Management's responsibility for ensuring that corporate requirements are met and that sound business practices are followed.

All department heads or their designees shall have the authority to initiate purchases on behalf of their department, within the guidelines described here. Department directors shall inform the Disbursements Manager of all individuals that may initiate purchases or prepare purchase orders. The Disbursement's Manager shall maintain a current list of all authorized purchasers.

The Fiscal Department shall be responsible for processing purchase orders. The Chief Financial Officer (CFO) has authority over all purchases and contractual commitments and shall make the final determination on any proposed purchases where budgetary or other conditions may result in denial. The Chief Executive Officer (CEO) of ECS may choose at any time to grant or override purchase authorization for any product, commodity or service.

Oversight and Contract Administrator

The CEO is ultimately responsible for the oversight of procurement services, including contract management. The CEO will ensure the procurement process operates within the requirements of all applicable state and federal regulations. The CEO will further ensure the ECS contract management system is compliant with the terms, conditions and specifications of its contracts and confirm adequate and timely follow-up of all its purchases and services. The retention and cataloging of all contracts will be managed by the office of the CEO.

The Procurement Director is responsible for the general administration of procurement services and contract administration. Upon the request of individual ECS departments, this position assists in the following activities: a) Carrying out the preparations for contracting; b) Soliciting and analyzing bids; c) Negotiating contracts and amendments; d) Monitoring the contractor's performance; e) Reviewing and approving the contractor's invoices for payment; e) Maintaining the procurement records and a comprehensive contract file.

The Procurement Director is responsible for preparing, distributing, and coordinating all updates to this manual. The Procurement Director shall routinely review and update the manual and activities. To ensure effective control, successful audits, and consistency of application, the Procurement Director will process and distribute necessary changes.

Distribution of the manual in whole or in part is limited to personnel involved in implementation of the contract administration policies and procedures contained herein. The manual may be found on ECS Sharepoint in the Fiscal documents section and is available to all with access to this module.

Purchase Orders and Authorization Levels

ECS utilizes a purchase order system facilitated by Microix software. Only users with approved access may create purchase orders within Microix. A properly completed purchase order shall be required for each purchase decision except for travel advances and expense reimbursements. ECS uses Microix, an electronic purchase order system that assigns each PO a unique number and records that number in a log. The PO numbers assigned by Microix are consecutive. At the end of each accounting period, an aged outstanding purchase order report shall be prepared and distributed to each purchasing representative and the CFO or Director of Finance. The purchaser will follow up with ECS accounts payable and/or the contractor to identify why the transaction has not been finalized and take actions to ensure completion.

Whenever practicable, purchase orders (hard copy or electronic) will be sent to contractors. Receipt acknowledgements should be retained within the PO file when available.

A properly completed purchase order shall contain the following information, at a minimum:

1. Specifications or a statement of services required
2. Quantity, description, price, applicable payment terms, applicable discounts(s), date of performance.
3. Contractor name, address, point of contact and phone number
4. Source of funding (if applicable)
5. Delivery or performance schedules
6. Delivery, packing, and transportation requirements/arrangements
7. Special conditions (if applicable)
8. Catalog number, page number, etc. (if applicable)
9. Net price per unit, less discount, if any
10. Total amount of order
11. Solicitation number (if applicable)#
12. Liquidated damages

13. Authorized signature/ approvals
14. Date purchase order was prepared
15. A terms and conditions statement or website link to access the terms and conditions.

Additional purchase order terms/disclosures required regardless of the scoped goods/services.

1. Liquidated damages/financial consequences
2. Payment audit (records of costs will be available upon request)
3. Payment made after written “agency” acceptance
4. Payment timeframe – timely payments
5. Funding availability/annual appropriation
6. No lobbying
7. Public access/public records
8. Conduct of business – federal/state laws govern
9. Conflict of interest/related party activities
10. Confidentiality and safeguarding information
 - * Other/additional terms may also apply based on scoped goods/services.
 - * If credit card transactions occur all the standards noted here

will still apply Additional disclosures may also apply for higher dollar purchases

- a. Termination for cause – required for purchases in excess of \$10,000 (60A-1.016, F.A.C.).
- b. Remedies – required for purchases in excess of \$35,000 (2 CFR Part 200 Appendix II).

Minimum Entity control processes required for Purchase Orders (see 60A-1.016, F.A.C.)

1. Secure all unused purchase orders in a safe place and restrict access to these documents.
2. Maintain a file and accounting system for all consecutive purchase orders issued or voided.
3. Maintain a record of persons authorized to issue and sign each type of purchase order.
4. Monitor and review processes for the use of purchase orders and field purchase orders (those issued by an agency/office that is separate from the agency purchasing office (i.e., satellite offices).
5. Rationale for method of procurement.

Non-recurring Purchase Order Procedures

	Action
1	Prepare electronic Purchase Order (P.O.) through Microix using proper workflow according to contract to be expensed.
2	Fill out P.O. to include vendor name, date, quantity, amounts and project/element/account to be charged.
3	Obtain proper authorization (done automatically through Microix): <ul style="list-style-type: none"> a) \$0 - \$1,499.99 - Manager or similar level (MOCO) b) \$1,500 - \$2,499.99 – Director or similar level (DOCO) c) \$2,500 - \$4,999.99 – Sr. Director or similar d) \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) e) \$15,000 and up – CFO f) \$25,000 and up - CEO

4	Once PO has document status of "Submitted to Accounts Payable (A/P)", the purchase has been approved.
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5	Order goods or services utilizing the P.O. A P.O. should be sent to the vendor whenever possible, and a receipt notification should be attached to the P.O. in Microix.
6	When order is received, check for accuracy on packing slip or invoice, initial, sign, date and forward to A/P.
7	If you decide not to utilize the P.O. notify Accounts Payable Manager immediately to void the PO.

Recurring Purchase Order Procedures

	Action
1	AP department receives invoice via mail or email. Confirms approval documentation.
2	AP specialist completes recurring PO in Microix (may be created by originator)
3	Obtain proper approval (done automatically through Microix): 1) a) \$0 - \$1,499.99 - Manager or similar level (MOCO) b) \$1,500 -\$2,499.99 – Director or similar level (DOCO) c) \$2,500 - \$4,999.99 – Sr. Director or similar d) \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) e) \$15,000 and up – CFO f) \$25,000 and up - CEO
4	Once PO has document status of “Submitted to Accounts Payable, the purchase has been approved.
5	Order goods or services utilizing the P.O. An electronic P.O. should be sent to the vendor whenever possible, and a receipt notification should be attached to the P.O. in Microix.
6	When order is received, check for accuracy on packing slip or invoice, initial, sign, date and forward to A/P.
7	If you decide not to utilize the P.O. notify Accounts Payable specialist immediately to void the PO.

Annual Leases or contracts with a value in excess of \$150,000 should be reviewed by outside legal counsel.

Note: Certain rental agreements do not submit invoices. Because these amounts remain constant over a period of time, a recurring PO will be the only documentation to support these charges. All contracts between ECS and outside parties must be reviewed and approved by the department head of the program, as well as the CEO. These policies shall also apply to renewals of existing contracts.

CEO Contract Limits

The CEO may execute all organization contracts based on the following limits:

- Approval by the Board of Trustees for new (nonrecurring) contracts with an annual amount greater than \$5 million.
- Contract amendments and extensions: Approved by the Board of Trustees for all contracts amendments and extensions with an annual increase or decrease in an amount greater than \$5 million.

Exceptions to pre-approval purchase policy:

Home Depot

The Sr. Director of Facilities and his team regularly make frequent small dollar purchases at the Home Depot. These purchases are typically made to address safety and health concerns that require quick turnaround times to avoid a negative impact to our programs. To facilitate this critical need, the Sr. Director of Facilities will be responsible for the Home Depot credit cards that will be used by the facilities team. The Disbursement Manager will be responsible for acquiring the Home Depot credit cards at the behest of the Sr. Director of Facilities. The Sr. Director of Facilities will collect Home Depot receipts from his staff on a weekly basis and review their efficacy. The Disbursement Manager will have ongoing oversight of the charging activity via online account administration. At the end of each monthly billing cycle, the Home Depot statement will be forwarded to the Sr. Director of Facilities who will create a single monthly purchase order capturing data from all receipts that will account for each purchase made during that billing cycle. All purchases made during each cycle will be properly coded to the appropriate program and GL code. Any purchases above \$5,000 will require approval through ECS' approval workflow protocols. *Please note: This practice represents a pre-authorized/modified blanket PO process for the specified vendor/contractor, which will be vetted annually (at the start of each program year) by ECS staff to ensure they remain on the eligible vendor/contractors' list.

In addition, ECS will annually provide staff a list of pre-approved critical needs items that are authorized for purchase under this section. Any/all other planned purchases should follow ECS's regular approval workflow protocols.

Gas credit cards

ECS employees who are assigned a company vehicle or who regularly check out an ECS vehicle, may be given a fuel credit card to purchase fuel for these cars. The Sr. Director of Facilities will be responsible for the oversight and management of fuel credit cards which will be used by the ECS staff. The use of these cards is restricted to fuel purchases only. The Disbursement Manager will be responsible for acquiring fuel credit cards at the behest of the Sr. Director of Facilities. The Sr. Director of Facilities will collect gas receipts from ECS staff on a weekly basis and review their efficacy. At the end of each monthly billing cycle, a member of the disbursements department receives a statement from the fuel credit card company. A copy of this statement will be forwarded to the Sr. Director of Facilities who will review the usage and will acknowledge approval by his or her signature. The fiscal department will create a single monthly purchase order capturing data from all receipts that will account for each purchase made during that billing cycle. All purchases during each cycle will be properly coded to the appropriate program and GL code. *Please note: This practice represents a pre-authorized/modified blanket PO process for the fuel) which will be vetted annually (at the start of each program year) by ECS staff.

CCP contractors and Food Service Providers

ECS has contractual relationships with multiple Child Care Partners and Food Service Providers. These contracts are reviewed annually and revised or renewed as appropriate. Invoices for these goods and services are provided to ECS by the contractors/providers monthly. These invoices are received and audited by the Directors of the CCP and Nutrition departments. After reviewing and auditing each invoice, the Director of these programs then creates Purchase Orders for their respective services. Due to the nature of these expenses and the required high-level review, the Purchase Orders for these categories shall only require the additional approval of the VP HS/EHS.

Blanket Purchase Orders

Blanket purchase orders can be created for purchases to be made throughout the year from the same contractor when the total amount to be purchased can be reasonably estimated. The blanket purchase order number will be used each time an order is placed and needs to appear on each invoice. Blanket purchase orders are subject to the same authorization limits and solicitation as regular purchase orders.

1. Blanket purchase orders can be used when:
 - Purchasing repetitive, specified services or items, or categories of items from the same contractor; which are purchased and paid in a predictable manner during a certain time period, usually one (1) year.
 - Ordering standard materials or maintenance supplies which require numerous shipments.
 - To enable the buyer to obtain more favorable pricing through volume commitments.
2. Blanket purchase orders generally cannot be used when:
 - 1.No benefit will be derived over and above use of a regular purchase order.
 - 2.It creates an open line of credit with a contractor.
 - 3.Prices are unknown at ordering time, or subject to change later without notice.
 - 4.Quality of the contractor and/or goods or services are questionable.
 - 5.Control over ECS expenditures would be weakened significantly.
3. A uniform blanket purchase order format should be used and shall include the following information:
 - The period to be covered by the blanket agreement (not exceed to one year)
 - A cancellation clause
 - The previous blanket purchase order number if this is a replacement blanket purchase order
 - Items and/or categories of items to be covered by the blanket purchase order
 - Maximum quantities, if any
 - Prices and pricing arrangements
 - Terms and billing arrangements
 - Personnel authorized to issue order releases
4. Pricing: Price, F.O.B. terms, commodities, and quantity should be established before the blanket purchase order is issued.

It shall be the responsibility of the department placing the order to monitor the prices and terms of its blanket purchase orders.

Acquisition Options

ECS will always consider the most economical approach to the acquisition of goods and services, including if a procurement contract is the best option for meeting a project requirement. Lease vs. Buy options will be considered where appropriate. The use of federal, state or local inter-governmental procurement agreements will be employed

when practical. Used or government surplus materials will be considered for acquisition if available.

State of Florida Procurement Regulations

Intent of Compliance (Section 287.057, F.S.) - Procurement of commodities or contract services

ECS will:

- Promote fair and open competition without favoritism.
- Ensure that public funds are spent wisely via adequate documentation and effective monitoring mechanisms.
- Establish uniform procedures to ensure effective and ethical procurement of contractual services.
- Ensure improprieties are curbed and public confidence is maintained.

Procedures to Evaluate Allowability of Costs [2 CFR Part 200.302(7)]

Written procedures for allowability of costs - required contents [2 CFR Part 200.302(7)]

1. Procedures or disclosures for prohibited costs – optional disclosures based on entity operations.
2. Procedures to evaluate allowability of costs – a disclosure requirement

Phase I Analysis – General considerations for allowable costs

1. Consider requirements from federal regulations and program requirements
 - a. Is the proposed cost allowable based on instructions from uniform grant guidance?
 - b. Is the proposed cost consistent with the federal cost principles?
2. Consider requirements from the federal awarding agency
 - c. Is the proposed cost allowable based on agency-specific regulations?
 - d. If the expense will be charged to an OEL grant, does the proposed cost allowable based on the related terms/conditions that govern the ECS's award or the grant agreement with OEL/ELC?
 - e. Is the proposed cost consistent with the grant project performance measures or benchmarks?
3. Consider requirements from applicable state guidance for state funded expenditures.(Applies to OEL funded grants)
 - f. Is the proposed cost consistent with authorized grant program activities as described in the USDHHS-approved CCDF State plan?
 - g. Is the proposed cost allowed by state expenditures guidance from state statutes, rules, regulations or guidance from DFS/DMS?
 - h. Does the proposed cost comply with related grant program terms/conditions issued by OEL for grant awards, contracts, purchase orders and other expenditure agreements?
4. Consider the period of performance
 - i. Is the proposed cost for the allowed period of availability as defined for the funding program?
5. Consider other oversight instructions
 - j. If federal or state-level prior approval is required for the proposed cost, was this process followed?

Phase II Analysis – Specific factors affecting allowable costs

Several additional factors should be considered and documented by staff for cost transactions. The answer for each question listed here must be "yes" in order for staff to continue with the transaction.

6. The proposed cost(s) is/are -
 - k. Necessary
 - l. Reasonable

- m. Allocable
- n. In conformance with federal law and grant terms and conditions
- o. Consistent with state and local policies
- p. Consistently treated
- q. In accordance with generally accepted accounting principles (GAAP) and other standards
 - i. Each non-federal entity that receives federal/state grant program funds must use accounting rules and procedures established by authoritative bodies or conventions that have evolved through custom and common usage.
- r. Not used as match on another federal award
- s. Net of applicable credits (2 CFR §200.406)
- t. Adequately documented

Priority of Compliance with Federal Guidance. If instances of inconsistency are noted between USDHHS program guidance (i.e., 2 CFR §300 and 45 CFR Parts 98 and 99) and the OMB uniform guidance (i.e., 2 CFR §200), the program-specific guidance instructions from USDHHS will govern and will supersede the standard instructions from 2 CFR §200 all circumstances.

Priority of Compliance with State Guidance Please note State of Florida's program-specific instructions from state statutes, rules, regulations or guidance from the Department of Management Services (DMS) or the Department of Financial Services (DFS) also apply to and govern Florida's early learning programs. If instances of inconsistency are noted between federal level program guidance and the state's guidance on expenditures, the state guidance from DFS and DMS will govern.

What to Consider When Procuring Any Item with Grant Funding

The following must be considered when procuring any item with grant funding:

1. Policies used by ECS will apply to all ECS activities/purchases made. (2 CFR Part 200.403(c).
2. The procurement should be carried out using good purchasing practices with price, quality and other factors considered.
3. Comparisons from published catalogues or websites are allowable for written quotes.
4. Written documentation of verbal quotes is allowable when the name and address of the vendor is noted in the purchasing records.
5. Where applicable, an analysis must be made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
6. Solicitations for goods and services must provide for the following:
 - a) A clear and accurate description of the technical requirements for the material, product, or service to be procured. For competitive procurements, such a description shall not contain features which unduly restrict competition.
 - b) Requirements which the bidder must fulfill and all other factors to be used in evaluating bids and proposals.
 - c) A description, wherever practical, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - d) The specific features of "brand name or equal" descriptions that bidders are required to meet when such features are included in the solicitation.

- e) The acceptance, to the extent practical and economically feasible, of products and services dimensioned in the metric system of measurement.
- f) Preference, to the extent practical and economically feasible, for products that conserve natural resources and protect the environment and are energy efficient.
- g) Preference, to the extent practical and economically feasible, for products that are American-made (per Department of Labor, Health and Human Services, and Education and related agencies Appropriations Act of 1995, and CCDF section 507, P.L. 103-333).

7. Positive efforts shall be made to utilize small business, minority-owned firms, and women's business enterprises, whenever possible. This includes a request to bidders to identify whether subcontractors are of this dimension. At least one quote should be requested from a certified minority vendor, if available, by checking this website: [c](#). If no certified minority vendor quote is included, documentation must be provided explaining why.

8. Cost and price analysis must be made and documented on all procurements over \$35,000 and/or when a service or commodity is obtained without competition. The price/cost analysis must be completed prior to receiving bids or responses to proposals.

9. 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." Other selected categories of spend must also be approved in advance by either the ELC of North Florida or the OEL. As these selected categories change frequently, it is incumbent upon the ECS Chief of Program and Administration to monitor applicable purchase orders for compliance.

10. ECS will comply with instructions for procurement of recovered materials. (2 CFR Part 200.322)

11. ECS will comply with applicable cost and price analysis requirements for procurement transactions. (2 CFR Part 200.323)

12. Per Florida Statute 1002.83 (12), state, federal and local matching funds provided to Early Learning Coalitions may not be used directly or indirectly to pay for meals, food, or beverages for coalition members, coalition employees or coalition subcontractors

Thresholds for Procurement Requirements

1. Category 1 (Purchases with a value of \$2,500 and below) "Small Purchases" may include, but are not limited to, a minimum of one written quote or written record or a verbal quote.
2. Category 1 (Purchases from \$2,501 to \$15,000) require a minimum of two (2) written quotes or written records or two (2) telephone quotes.
3. Category 1 (Purchases from \$15,001 to \$20,000) require a minimum of three (3) written quotes or informal bids to be opened upon receipt. At least one quote should be requested from a CMBE, if available.
4. Category 2 (Purchases from \$20,001 up to \$35,000) require a minimum of three written quotes or informal bids to be opened upon receipt. At least one quote should be requested from a CMBE, if available.
5. Category 3 (Purchases from \$35,001 up to \$65,000) must use formal solicitations/competitive procurement except as exempted by state procurement laws. Advertisement of bid should be posted at least 10 calendar days before the date set for receipt of bids, proposals or replies. May be renewed for up to three optional/additional years; renewal clause must be in writing and must be included in the proposal files. For emergency purchases, the process may be bypassed with prior written approval by OEL before a contract or PO is executed.

Category 3 -Single/Sole sourced goods and services exemption. Statements of Work and Bid Terms must still be prepared and advertised. Must be electronically posted for a period of at least 10 business days prior to the award. Full documentation must be maintained. Electronic notice of intent to award as a sole source must be provided after the close of the bid posting. May be renewed for up to three optional/additional years; renewal clause must be in writing and must be included in the proposal files. For any purchase made without competition: individuals taking part in the development of selection criteria for evaluation, the evaluation process, and/or the award process must complete a written conflict of interest form to attest they are independent of and have no conflict of interest in the entities evaluated and selected.

6. Category 4 (Purchases from \$65,000 up to \$195,000) must be procured using formal solicitations/competitive procurement except as exempted by state procurement law. Review and approval may be required from ELC/OEL and the ECS Chief of Program and Administration will provide direction for each expenditure in this spend category. A team of three qualified ECS personnel will be appointed to evaluate proposals, submit responses and manage negotiations. The award may be renewed for up to three optional/additional years; renewal clause must be in writing and must be included in the proposal file. For emergency purchases, the process may be bypassed with prior written approval by OEL before a contract or PO is executed. Review by the ELC legal counsel may also be required, direction provided by ECS Chief of Program and Administration.

Category 4 -Single/Sole sourced goods and services exemption. Statements of Work and Bid Terms must still be prepared and advertised. Must be electronically posted for a period of at least 10 business days prior to the award. Full documentation must be maintained. Electronic notice of intent to award as a sole source must be provided after the close of the bid posting. May be renewed for up to three optional/additional years; renewal clause must be in writing and must be included in the proposal files. For any purchase made without competition: individuals taking part in the development of selection criteria for evaluation, the evaluation process, and/or the award process must complete a written conflict of interest form to attest they are independent of and have no conflict of interest in the entities evaluated and selected.

7. Category 5 (Purchases from \$195,001 up to \$325,000) must be procured using formal solicitations/competitive procurement except as exempted by state procurement law. Review and approval may be required from ELC/OEL and the ECS Chief of Program and Administration will provide direction for each expenditure in this spend category. A team of three qualified ECS personnel will be appointed to evaluate proposals, submit responses and manage negotiations. The award may be renewed for up to three optional/additional years; renewal clause must be in writing and must be included in the proposal file. For emergency purchases, the process may be bypassed with prior written approval by OEL before a contract or PO is executed. Review by the ELC legal counsel may also be required, direction provided by ECS Chief of Program and Administration.

Category 5 -Single/Sole sourced goods and services exemption. Statements of Work and Bid Terms must still be prepared and advertised. Must be electronically posted for a period of at least 10 business days prior to the award. Full documentation must be maintained. Electronic notice of intent to award as a sole source must be provided after the close of the bid posting. May be renewed for up to three optional/additional years; renewal clause must be in writing and must be included in the proposal files. For any purchase made without competition: individuals taking part in the development of selection criteria for evaluation, the evaluation process, and/or the award process must complete a written conflict of interest form to attest they are independent of and have no conflict of interest

***For all spend categories, purchases may not be split into individual amounts to avoid an expenditure limit or a threshold requirement.

Procurement Process for Spend over \$35,000

The following competitive solicitation processes are applicable to all commodity and contractual services when spend is in excess of \$35,000.

1. All competitive solicitations shall be made available simultaneously to all vendors and shall include:
 - a. Time and date for receipt of bids, proposals or replies
 - b. Time, date and location of public opening
 - c. All contractual terms and conditions
 - d. Criteria to be used in determining acceptability and relative merit of the bid/proposal
2. **Invitation to Bid: Solicitation Process – Option 1**
 - a. All Invitations to Bid must include a detailed description of the commodities or contractual services sought; and if ECS contemplates renewal of the contract, a statement to that effect.
 - b. Bids submitted in response to an invitation to bid in which EPS contemplates renewal of the contract must include the price for each year in which the contract may be renewed.
 - c. Evaluation of the bids must include consideration of the total cost for each year of the contract, including renew years.
 - d. The contract shall be awarded to the responsible and responsive vendor who submits the lowest bid.
 - e. An invitation to Bid should be used when the commodity or service solicited can be clearly specified and can essentially be provided in only one format. There are normally no differentiation opportunities for vendors outside of price, terms and delivery.
3. **Request for Proposal: Solicitation Process – Option 2**
 - a. RFP's shall be used when the commodities or services sought can be clearly defined, however the vendors may have multiple options for which the commodity or service can be provided.
 - b. Before issuing an RFP, ECS must determine and specify in writing the reasons that procurement by Invitation to Bid is not practicable.
 - c. RFP's must include a clear description of the commodity/service being sought; evaluation criteria; if the contract may be renewed.
 - d. Evaluation criteria must include at a minimum: price (for all years of the term), total cost and prior relative experience of the vendor.
 - e. The contract will be awarded by written notice to the responsible and responsive vendor whose proposal is most advantageous to ECS and the State of Florida. Documentation shall be maintained as to how the award decision was made.
 - f. The scope of work or the actual product/outcome can be generally defined;
 - g. The buyer seeks to balance price and quality to achieve the best value.
 - h. Awards may be either a fixed price or cost reimbursement basis.
 - i. There are believed to be more than two vendors who can submit satisfactory offer.
4. **Invitation to Negotiate: Solicitation Process – Option 3**
 - a. Before issuing an invitation to negotiate, a document must be created that defines the reasons why an ITB or an RFP were not practicable.
 - b. An Invitation to Negotiate can be used when trying to determine the best method for achieving a specific goal or solving a particular problem. This is best used when ECS is unclear as to the method required to meet a specific need and requests proposals from multiple vendors where they develop action plans to meet the need.
 - c. The ITN must describe the questions being explored, the facts being sought and specific goals or problems that are the subject of the solicitation.
 - d. The ITN must define the criteria that will be used by ECS to determine which proposal is best and what criteria will be used in final vendor selection.

- e. Once replies are received by ECS to the solicitation, ECS will evaluate all replies against the selection criteria and select the vendors best equipped to meet the need/solve the problem. ECS may then select one or more vendors to commence one to one negotiations. Once negotiations are complete, ECS will award the contract to the most responsible and responsive vendor that brings the most value to ECS and the State of Florida.
 - f. Ideal when purchasing non-standard or customized products/services or systems;
 - g. Responses may contain innovative solutions, which may otherwise not receive consideration;
 - h. Ideal when competitive negotiation is the best way to ensure price or services to match available contract funds or provide most efficient economical services.
 - i. Award can be based on solution or approach, qualifications and/or price.
 - j. Typically, there will be limited availability of competition.
 - k. Typically, there is "high" complexity to requirements and project/emphasis on technology.
5. Prior to the receipt of bids, proposals or replies, ECS may conduct a conference or written question and answer period for the purposes of assuring the vendor's full understanding of the solicitation requirements.
 6. The use of ITB's, RFP's and ITN's in which sealed bids/proposals/replies are typically received may not be circumvented unless one of the following occur:
 - a. The CEO of ECS determines in writing that an immediate danger to the public health, safety or welfare or other substantial loss to the state requires immediate action.
 - b. The purchase can be made from a state term contract. The commodity is available from only a single source.
 7. If ECS determines that only a single source is available, they shall post on their website for at least seven days, the description of the commodities or contractual services sought. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by ECS, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, ECS shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s 120.57 (3).
 8. Single Source: If a purchase exceeds \$35,000 and the item is not purchased competitively, ECS must document its compliance with 287.017 F.S. which states the price paid must be fair and competitive. Further, documentation must include a statement explaining the reasons why the product or service is the only product or service that will meet the needs of ECS and why the vendor is the only vendor that can supply the product or service. Also, ECS employees involved in the vendor selection process must certify in writing that they have no conflicts of interest applicable to the entity which was awarded the contract. Finally, a cost analysis must be performed and documented.
 9. If less than two responsive bids are received to any solicitation method, ECS may negotiate on the best terms and conditions. ECS shall document the reasons that such action is in the best interest of ACH and the state of Florida in lieu of resoliciting competitive sealed bids, proposals or replies. All actions falling into this category must be reported quarterly to the granting agency.
 10. The RFP, ITB, or ITN shall be made available simultaneously to all vendors and will include a detailed description of the commodities or contractual services sought; the time and date for the receipt of proposals/bids/offers and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the proposal/bid/offer.
 11. If ECS contemplates renewal of the contract, that fact shall be stated in the RFP, ITB, or ITN.
 12. The proposal/bid/offer shall include the price for each year for which the contract is renewed.
 13. Evaluation of proposals/bids/offers shall include consideration of the total cost for each year as submitted by the vendor. Criteria not set forth in the RFP, ITB, or ITN may not be used in determining acceptability of the proposal/bid/offer.

14. The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive vendor that submits the highest scoring proposal, lowest responsive bid, or best offer to negotiate.
15. This proposal/bid/offer shall be determined in writing to meet the requirements and criteria set forth in the RFP, ITB, or ITN.
16. ECS reserves the right to reject any and all proposals/bids/offers, if deemed to be in its best interest.
17. ECS officers, employees, and/or agents are prohibited from soliciting or accept gratuities, favors, or anything of monetary value from sub-recipients or potential sub-recipients.
18. Every SERVICES agreement more than \$35,000 shall be evidenced by a written agreement embodying all provisions and conditions of the procurement. The agreement must be signed by the ECS CEO or designee and the contractor before services are rendered. The written agreement may include the following provisions:
 - l. All bills for fees must be submitted in detail sufficient for proper pre- and post-audit
 - m. The agreement may be cancelled if by ECS if the contractor refuses to permit public access to all documents.
 - n. A scope of work that clearly establishes all tasks the contractor is to perform
 - o. A breakdown of deliverables that are quantifiable, measurable and verifiable. These deliverables must be confirmed as complete before the contract manager authorizes payment of vendor invoices.
 - p. A definitive timeline for all facets of the project.
 - q. Defining if the contract is renewable and for what period
 - r. Performance penalties, if any
 - s. Property rights. Intellectual property rights. A PO may substitute for a written agreement if it comprehensively covers all critical terms and conditions

Regulated Exempted Services Procurement

Per Subsection 287.057(3)(e), the following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services. As used in this subsection, the term "artistic services" does not include advertising or typesetting. As used in this subparagraph, the term "advertising" means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services.
2. Academic program reviews if the fee for such services does not exceed \$50,000.
3. Lectures by individuals.
4. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
5. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term also includes, but is not limited to, substance abuse and mental health services involving examination, diagnosis, treatment, prevention, or medical consultation if such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner are also exempt. For purposes of this subparagraph, the term "providers" means health professionals and health facilities, or organizations that deliver or arrange for the delivery of health services.
6. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
7. Medicaid services delivered to an eligible Medicaid recipient unless the agency is directed otherwise in law.

8. Family placement services.
9. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
10. Training and education services provided to injured employees pursuant to s. [440.491](#)(6).
11. Contracts entered into pursuant to s. [337.11](#).
12. Services or commodities provided by governmental entities.
13. In addition, per Subsection 287.057(3)(f), F.S., continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.
13. Prescriptive assistive devices for the purpose of medical, developmental or vocational rehabilitation of clients are exempt from solicitation requirements and must be procured pursuant to an established fee schedule or by any other method that ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs.
14. Lectures by individuals.
15. Academic Program Reviews. If the fee for such services does not exceed \$50,000.

Compliance with section 215.971, F.S. - Agreements

Policies used by the entity will comply with disclosure requirements for all agreements funded by federal and/or state monies passed-through the State Treasury.

The following disclosures are required for Agreement documents:

1. All terms and conditions necessary to govern the relationship between the agency and the provider. These terms and conditions provide the legal basis for enforcing the agreement.
2. A specific and clearly defined scope of work that identifies all tasks the provider is to perform and should include specific instructions on how these tasks are to be accomplished if necessary.
3. Specific deliverables (quantifiable, measurable and directly related to the scope of work). Each task identified in the scope of work should be tied to a deliverable. Remember, deliverables are the events that trigger payment.
4. Specific language that makes all records available for inspection. Public access is allowed to all documents, papers, letters, or other materials related to the contract, unless records are exempt from Section 24(a) of Article 1 of the State Constitution and Subsection 119.07(1), F.S.
5. Specific remedies for noncompliance/nonperformance of required services. Remedies should be identified for each area of noncompliance/nonperformance.
6. Specific steps for pro-rating invoice amounts if minimum performance standards are not met. Remember, cost reimbursement and fixed price agreements should include minimum performance standards that ensure an adequate level of services are provided.
7. Sub-contracting/sub-granting terms, if applicable.
8. The timing, nature, and substance of all reports the provider is required to prepare.

9. A provision for the disposition of property purchased with state funds. If the agreement is for contractual services and the property has a useful life greater than one year and costs \$1,000 or more, it should be returned to the State upon agreement termination.
10. Payment terms (e.g., frequency of payments, method of payment and required documentation).

Compliance with section 287.058, F.S. – Contract Documents

Policies used by the entity will comply with minimum disclosure requirements for contracts and purchase order agreements in excess of the threshold amount provided in s. 287.017 for Category Two (\$35,000).

The following disclosures are required for contract documents:

1. Bills for fees, compensation or expenses will be submitted with enough details for proper pre-audits and post-audits thereof.
2. Bills for any travel expenses will be authorized, documented and reimbursed in accordance with Section 112.061, F.S.
3. Contractor to comply with contract delivery terms (criteria), related timelines and final completion date(s) as specified.
4. Renewal clause (if authorized by related procurement files) for a period that may not exceed 3 years or the term of the original contract, whichever is longer. Note: emergency or exceptional purchases cannot be renewed.
5. Intellectual property rights for pre-existing property (ownership usually remains with Contractor), for created/developed property (ownership by State of FL), or proceeds from sale/licensing activities (ownership determined as specified by applicable state statute).

Compliance with Rule 60A-1.002, FAC – Purchase of commodities or contract services

State rule(s) for purchasing describe how an entity may exercise its authority in procuring services. It describes the procurement process required for all types of contracts and presents the correct purchasing methods for all contractual services and commodities. Policies used by the entity will comply with applicable instructions from state purchasing rule(s).

Contract Monitoring and Documenting Contractor Performance

Section 287.057(14), Florida Statutes (F.S.), requires the Chief Financial Officer establish and disseminate uniform procedures to ensure that contractual services have been rendered in accordance with the contract terms.

The contract manager's file must contain all documentation that is required by this memorandum and the contract agreement. The contract file must also document the contract manager's activities to verify that the deliverables were received and were in compliance with criteria established in the agreement. The monitoring activities provided by the contract manager must be adequate to provide reasonable assurance that contract deliverables have been provided as required by the agreement.

If, due to a large number of agreements managed by contract managers, and the agency conducts periodic monitoring of agreements to validate a provider's performance, the agency must have a formal contract monitoring process which includes the following components:

- Risk Assessment
- Monitoring Plan
- Monitoring Procedures and Criteria

- Evidence to support conclusions reached during its monitoring process
- Corrective Action Plan (if required)
- Follow-up on Corrective Action (if required)

Contractual service invoices submitted by a provider to an agency for payment processing must clearly identify, at a minimum, the dates of services, a description of the specific contract deliverables provided during the invoice period and the quantity provided, and the payment amount specified in the agreement for the completion of the deliverable(s) provided. Cost reimbursement invoices must reflect the expenditures incurred by expenditure category. Required information may be submitted on the invoice or in a report format along with any other information required by the terms of the agreement. Written certification, from the contract manager, that services were performed in accordance with the contract terms must be provided to the Bureau of Auditing when submitting the request for payment.

For each agreement funded by federal or state financial assistance, the state agency or sub-recipient shall designate an employee to function as a grant manager. The grant manager shall be responsible for enforcing performance of the agreement's terms and conditions and shall serve as a liaison with the recipient or subrecipient. Specific duties of the Manager include:

1. Manage the receipt of goods/services
2. Monitor and evaluate provider performance and end user satisfaction
3. Serve as liaison with the provider/contractor
4. Maintain a contract management file pursuant to CFO Memo No. 06 (2011-12)
5. Provide written certification that goods were received / services were obtained per terms and conditions before making payment.
6. Prepare cost reconciliation files.
7. Prepare a final reconciliation report

A contract administrator will also be appointed. That position is responsible for:

1. Creating and maintaining a contract file,
2. Maintaining financial information on all contracts,
3. Serving as a liaison among the grant manager, the entity and the OEL.

Authorization Limits, Process Requirements and Procurement Documentation

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
< \$2,500 Small Purchases	\$0 - \$1,499.99 - manager or similar level (MOCO) \$1,500 - \$2,499.99 – Director or similar level (DOCO)	Minimum of one (1) written quote or written record or verbal quote.	Written record of the quote. Purchase order. Receipt approved by Department Manager/Director
\$2,500 ≤ \$15,000 Category 1 Purchase	\$0 - \$1,499.99 - Manager or similar level (MOCO) \$1,500 - \$2,499.99 – Director or similar level (DOCO) \$2,500 - \$4,999.99 – Sr. Director or similar \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) \$15,000 and up - CFO	Minimum of two (2) written quotes or documentation of two (2) telephone quotes.	Written record of the quotes. Decision criteria if lowest price not taken. Purchase order. Receipt approved by Department Manager/Director. Contract if appropriate.
\$15,001 ≤ \$20,000 Category 1 Purchase	\$0 - \$1,499.99 - Manager or similar level (MOCO) \$1,500 - \$2,499.99 – Director or similar level (DOCO) \$2,500 - \$4,999.99 – Sr. Director or similar \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) \$15,000 and up - CFO	Minimum of three (3) written quotes.	Minimum of three (3) written quotes. Decision criteria if lowest price not taken. Purchase order. Receipt approved by Department Manager/Director. Contract if appropriate.
\$20,001 ≤ \$35,000 Category 2 Purchase	\$0 - \$1,499.99 - Manager or similar level (MOCO) \$1,500 - \$2,499.99 – Director or similar level (DOCO) \$2,500 - \$4,999.99 – Sr. Director or similar \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) \$15,000 and up – CFO \$25,000 and up - CEO	Minimum of three (3) written quotes.	Minimum of three (3) written quotes. Decision Criteria if lowest price not taken. Purchase order. Receipt approved by Department Manager/Director. Contract if appropriate.
\$35,001 ≤ \$65,000 Category 3 Purchase	\$0 - \$1,499.99 - Manager or similar level (MOCO) \$1,500 - \$2,499.99 – Director or similar level (DOCO) \$2,500 - \$4,999.99 – Sr. Director or similar \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) \$15,000 and up – CFO \$25,000 and up - CEO	Formal solicitation/competitive procurement except as exempted by state procurement laws.	Copy of solicitation and responses. Summary of results. Proposal scoring grids. Scoring/Decision participants. Purchase order. Receipt approved by Department Manager/Director. Contract if appropriate.

Episcopal Children's Services
Procurement Policies and Procedures

<p>\$65,001 ≤ \$195,000 Category 4 Purchase</p>	<p>\$0 - \$1,499.99 - Manager or similar level (MOCO) \$1,500 - \$2,499.99 – Director or similar level (DOCO) \$2,500 - \$4,999.99 – Sr. Director or similar \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) \$15,000 and up – CFO \$25,000 and up - CEO</p>	<p>Formal solicitation/competitive procurement except as exempted by state procurement laws.</p>	<p>Copy of solicitation and responses. Summary of results. Proposal scoring grids. Scoring/Decision participants. Purchase order. Receipt approved by Department Manager/Director. Contract if appropriate.</p>
<p>\$195,001 ≤ \$325,000 Category 5 Purchase</p>	<p>\$0 - \$1,499.99 - Manager or similar level (MOCO) \$1,500 - \$2,499.99 – Director or similar level (DOCO) \$2,500 - \$4,999.99 – Sr. Director or similar \$5,000 and up – VP, CoP, CoCO, CAO, CDO (only those generated by those staff under their programs or departments) \$15,000 and up – CFO \$25,000 and up - CEO</p>	<p>Formal solicitation/competitive procurement except as exempted by state procurement laws.</p>	<p>Copy of solicitation and responses. Summary of results. Proposal scoring grids. Scoring/Decision participants. Purchase order. Receipt approved by Department Manager/Director. Contract if appropriate.</p>

Minority Business Enterprises

1. The Florida Legislature finds that there is evidence of a systematic pattern of past and continuing racial discrimination against minority business enterprises and a disparity in the availability and use of minority business enterprises in the state procurement system. It is determined to be a compelling state interest to rectify such discrimination and disparity. Based upon statistical data profiling this discrimination, the Legislature has enacted race-conscious and gender-conscious remedial programs to ensure minority participation in the economic life of the state, in state contracts for the purchase of commodities and services, and in construction contracts. The state encourages the use of minority business enterprises and the entry of new and diversified minority business enterprises into the marketplace.
2. ECS may reserve any contract for competitive solicitation only among certified minority business enterprises. ECS shall review all contracts yearly to determine if any contracts are appropriate to reserve. A determination must be made by ECS there are enough capable, qualified certified minority business enterprises available to submit a bid and provide effective competition. ECS should determine ultimately this reservation is in the best interest of the state. ECS may reject all bids if the bids exceed reasonable price expectation that were set in advance of the sealed bids being opened. ECS shall consider price preferences of up to a weighted 10 percent to increase the participation of minority businesses.
3. If two equal responses to a solicitation or RFQ are received and one response is from a certified minority business enterprise, ECS shall enter into a contract with the CMBE.

Price Cost Analysis

2 CFR Part 200.323 requires ECS to perform a cost/price analysis in connection with every procurement action in excess of the federal Simplified Acquisition Threshold or \$35,000 for purchases made with funds from the State of Florida. The price and/or cost analysis must be completed before receiving bids or responses to proposals. Documentation of each price/cost analysis will be maintained in the procurement file.

Section 216.3475 Florida Statutes requires a person or entity which is awarded funding on a non-competitive basis, may not be paid more than the competitive market rate. Therefore, a cost/price analysis must be completed for all acquisition events which are single sourced or if there is no competition.

See example on next page...

	Definition	Objective	Actions
Price Analysis	The process of examining and evaluating proposed price without evaluating its separate cost elements.	Verify that overall price is fair and reasonable.	<ul style="list-style-type: none"> *Compare current proposed prices *Compare current price to previous price
Cost Analysis	The process of reviewing and evaluating separate cost elements.	Determine the allowability and reasonableness of proposed cost elements.	<ul style="list-style-type: none"> *Determine that proposed costs are allowable per federal and state laws, rules and regulations. *Evaluate necessity for and reasonableness of proposed costs. Give particular attention to fringe benefits, overhead and indirect cost rates, profit margin. *Compare to actual costs previously incurred for same services.

U.S. Federal Government Procurement Regulations

OMB Guidance 200.318 through 200.326 and 200.403

Background

The Office of Management and Budget’s [Uniform Guidance Procurement Standards](#) took effect on January 1st, 2017. ECS is required to follow one of five, acceptable methods of procurement each time a new purchase is made. Micro-Purchases are the smallest and easiest method to implement as they apply to any purchase with a total aggregate value of \$10,000 or less. These purchases are so small, no competitive quotes are required. It is up to ECS to determine if the price is reasonable. The standard also requires that purchases be distributed equally among qualified suppliers to the extent practical.

Small-Purchases are defined as simple and informal procurements for services, supplies, or other property that are above the micro-purchase amount but below the Simplified Acquisition Threshold of \$250,000. ECS is required to receive quotes from an *adequate* number of sources, with *adequate* being defined by ECS.

When a procurement exceeds \$250,000, there are three potential/approved procurement methods from which ECS may choose. The first is the Competitive Sealed Bid, which is the government's preferred procurement method for construction and for goods/services where price will be the main consideration for selecting the winning bidder. The second is Competitive Proposals, which is the method typically used when there are critical factors to consider beyond just price. Competitive proposal procedures may also be used for qualifications-based procurement of architectural and engineering professional services. The last of the approved methods is the Noncompetitive Proposal. This method, also called a "no-bid" contract or sole-source procurement, applies in very specific situations that eliminates the need for competition in your solicitation process. Non-competitive proposals may be considered for spends above the micro purchase level.

Procurement Options

Micro-Purchases

Under Title 48, Subpart 2.1 a micro-purchase is defined as "an acquisition of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold." This threshold is periodically adjusted for inflation. The current micro-purchase threshold is \$10,000 with a few exceptions: If the purchase is for construction services subject to Federal wage rate requirements, the limit is \$2,000. For general contract labor purchases, the limit is \$2,500. For contingency operations and for defense of certain military or terrorist attacks, those limits are \$20,000 for purchases inside the US and \$30,000 for purchases outside the US.

Micro-Purchase Guidelines

The procedures regarding micro-purchases are documented in Subpart 13.2 of Title 48, Chapter 1. The following methods are acceptable for ECS when making purchases at or below the micro-purchase threshold: commercial credit cards, standard purchase orders and unpriced purchase orders (which allow for the price to not be established at the time of issuing the order), petty cash, and third-party drafts.

Micro-purchases may be awarded without soliciting competitive quotes if the price is considered to be reasonable. The regulations state that the administrative cost of verifying price "reasonableness" may more than offset potential savings from detecting instances of overpricing. Verifying price "reasonableness" need only be taken if there is information to indicate that the price may not be reasonable or if the supply or service being purchased has no comparable pricing information readily available.

In situations where ECS does choose to receive competitive quotes for a micro-purchase and the award is made to a bidder who did not offer the lowest price, ECS must document the rationale for the decision, including identification of the concern(s) that lead to the decision.

To the extent practicable, micro-purchases will be distributed equitably among qualified suppliers.

When making purchases, "environmentally friendly" products should be considered.

Requirements for professional services [2 CFR part 200.459] To help determine allowability of these costs, ECS files will document.

- The nature and scope of the service rendered in relation to the service required;
- The need to contract for the service, considering the Entity's capability in the particular area;
- The past pattern of such costs, particularly in the years prior to Federal awards;

- The impact of Federal awards on the non-Federal entity's business (*i.e.*, what new problems have arisen), if applicable;
- Whether the decision is business-based and not made just because grant monies are available to fund the cost (instead of other Entity revenues);
- If the service can be performed more economically by direct employment rather than contracting;
- The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-federally funded activities; and
- Adequacy of the contractual agreement for the service (*e.g.*, description of the service, estimate of time required, rate of compensation, and termination provisions).
- In addition, retainer fees must be supported by evidence of bona fide services available or rendered.

Small Purchases

Section [2 CFR 200.320](#) describes small purchases, which are those purchases with a dollar amount range from \$10,000 to \$250,000.

The upper limit for small purchase amounts is also known as the Simplified Acquisition Threshold (SAT). In [section 200.88](#) of UG, SAT is defined as *the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold.*

The primary difference between small purchases (aka Simplified Acquisitions) and purchases above the SAT are in the complexity and formality of processes and procedures. Small purchases don't require formal bids and proposals. Less formal price quotes, including oral quotes, are permissible.

Small Purchase Rules and Guidelines

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotes must be obtained from an adequate number of qualified sources.

All procurement methods, including small purchase procedure methods, must comply with the General Procurement Standards outlined in [2 CFR 200.318](#). These standards can be summarized as follows. Purchases must:

- comply with ECS's documented procedures in place
- be necessary
- be open competition (to the extent required by each method)
- comply with the ECS's conflict of interest policy
- must have proper documentation

Section 200.323 specifically excludes any procurement that falls below the Simplified Acquisition Threshold from the requirement to create formal cost or price analyses.

Obtaining Quotes for Small Purchases

Quotes for services or commodities should come from a minimum of three qualified vendors. The price or rate quotes can be obtained in writing, orally, from a vendor price list on a website, or generated via an online search engine.

If the item being purchased has special requirements, the item can be purchased under sole source provisions outlined in section 200.320 (f). Special requirements include time constraints and/or specialty products.

Documentation

Oral Solicitations - Records of oral price quotes shall be maintained in Microix and/or by the individual managing the quote. For one-time orders, the quotes will be placed into Microix by the ECS employee issuing the purchase order. The documentation will consist of showing the names of the suppliers contacted and the prices and other terms and conditions quoted by each. The notes will include a brief statement defining why the winning quote was selected and if a minority supplier was identified to participate in the procurement event. For quotes that will result in multiple purchase orders, the individual managing the quote will maintain the quote documentation in a hard copy file at their desk. These files will be maintained by winning bidder name. All files will be kept for a minimum of five (5) years.

Electronic and Written Solicitations - Records of electronic and written price quotes shall be maintained in Microix and/or by the individual managing the quote. For one-time orders, the quotes will be placed into Microix by the ECS employee issuing the purchase order. The documentation will consist of the actual written quotes showing the names of the suppliers contacted and the prices and other terms and conditions quoted by each. On the winning quote document, the ECS employee who obtained the quotes should include notes detailing why they chose the winning bidder and if a minority supplier was identified to participate in the event. For quotes that will result in multiple purchase orders, the individual managing the quote will maintain the quote documentation in a hard copy file at their desk. These files will be maintained by winning bidder name. All files will be kept for a minimum of 5 years. For special situations, additional statements should be included. For example, justification for solesource procurements.

Requirements for small purchases [45 CFR Part 92.36(f); 45 CFR Part 75.439(b)(2); 45 CFR Part 75.302(b)(3)]

Verify files include all of the following items.

- Prior approval for equipment purchases in excess of the lesser of (1) \$5,000 or (2) the entity's approved capitalization threshold
- Documentation of small purchase transactions by one or more of the following items.
 - a. Sales receipt
 - b. Current catalogs
 - c. Formal quote
- Files indicate the entity obtained price or rate quotations from an adequate number of qualified sources.
 - a. Review documentation of written or telephone quotes
 - b. Determine if documentation is adequate and the number of quotes obtained is sufficient in accordance with entity policies and procedures.

Sealed Bids

Section [2 CFR 200.320 \(c\)\(1\)\(2\)](#) describes sealed bids. Among other requirements, sealed bids are used when purchases are over the Simplified Acquisition Threshold (which is currently \$250,000) and where price is the main consideration for selecting the winning bidder. Procurement by sealed bids, is also called *formal advertising* in section 2 CFR 200. Sealed bids are formal, well-defined fixed-price procurements (lump sum or unit price) which are publicly bid to multiple qualified bidders.

Sealed Bid Guidelines

For a procurement event to qualify as a sealed bid the following conditions should be met:

A complete, adequate and realistic specification or purchase description is available. If a product or service can't be defined well enough to be procured through a fixed-price contract, then a sealed bid is not the procurement method to use; instead, procurement by competitive proposals would be best.

Two or more responsible bidders are willing and able to compete effectively for the business - If only one bidder is qualified to bid, then the procurement would have to be made using the noncompetitive proposal method.

The procurement event lends itself to a firm, fixed-price contract and the selection of the successful bidder can be made principally on cost. ECS procurement personnel will take the measures required to confirm the bidding companies are qualified and can be trusted to deliver a product or service which conforms to the defined requirements and quality for the proposed price. ECS will further ensure that the sealed bid adequately defines the requirements, so the bidding company can confidently deliver an accurate proposal.

Sealed Bid Requirements

- The bids will be publicly advertised.
- Bids must be solicited from an adequate number of known suppliers. The suppliers should be given adequate time to respond to the bid.
- The invitation for bids, which will include all the specifications and any other needed documents and attachments, must clearly define the items or services for the bidder to properly respond.
- All bids will be opened at the time and place defined in the invitation for bids.
- A firm, fixed-price award will be made in writing to the lowest responsive and responsible bidder. Where specified in the bidding documents, factors such as discounts (except payment discounts), transportation/shipping costs and life-cycle costs must be considered in determining which bid is lowest. Payment discounts can only be considered if prior experience indicates these discounts are usually taken advantage of.
- Any and all bids may be rejected if there is a sound, documented reason.
- Per 2 CFR 200, [General Procurement Standards](#), ECS must take all necessary affirmative steps to assure minority, women-owned and labor surplus area companies are used when possible.

Competitive Proposals

Procurement by competitive proposals is a method used when the total dollar amount of the purchase is over the Simplified Acquisition Threshold of \$250,000 and price is not the primary consideration. For this method of procurement, there is a formal solicitation of competitive proposals with more than one source submitting an offer and either a fixed price or cost-reimbursement type contract being awarded.

Competitive Proposals Guidelines

This method is generally used when conditions are not appropriate for sealed bids. Not appropriate may be defined as lacking a complete, adequate, and realistic specification or purchase description and/or price is not the primary factor for selecting a winning bidder.

There are several types of fixed-price and cost-reimbursable type contracts that the ECS can consider when awarding a competitive proposal. However, ECS must avoid a CPPC, which is a "cost plus Percentage of Costs" contract. In this type, a seller charges its costs plus a percentage of those costs. This type of contract incentivizes the seller to increase costs and is generally the most disadvantageous from the buyer's prospective which is why the government won't allow them under Uniform Guidance.

Competitive Proposal Requirements

- RFPs must be made publicly available.
- The RFPs must identify all evaluation factors along with their relative importance in the selection process.
- ECS will have a documented method for how they will conduct technical evaluations of the proposals received and for the selection of recipients.
- Contracts must be awarded to a responsible firm whose proposal best meets the pre-determined evaluation factors.
- Proposals must be considered from at least two qualified sources.
- ECS may use the competitive proposals method to choose architectural/engineering (A/E) services where competitors' qualifications are evaluated, and the most qualified firm is selected, subject to negotiation of fair and reasonable compensation. The procurement of A/E services is the only type of procurement where price doesn't have to be a selection factor at all. Competitive proposals without price being a factor cannot be used to procure other types of services, but A/E firms may be a potential source to perform the proposed effort.
- ECS must take all necessary affirmative steps to assure minority, women-owned and labor surplus area companies are used when possible.
- All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards defined in section 2 CFR 200. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.
- ECS must maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- ECS must conduct a cost or price analysis as this procurement event exceeds the spend threshold of \$250,000.

Additional Information for Solicitation of Quotes from Contractors

Solicitations for goods and services (requests for proposals (RFPs)) should provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product, or service to be procured. Descriptions shall not contain features which unduly restrict competition. *(2 CFR Part 200.319(c)(1))*

2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals. (See EVALUATION OF ALTERNATIVE CONTRACTORS below for required criteria.) (2 CFR Part 200.319(c)(2))
3. Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards. (2 CFR Part 200.319(c)(1))
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when appropriate. (2 CFR Part 200.319(c)(1))
5. A description of the format, if any, in which proposals must be submitted, including the name of the person to whom proposals should be sent.
6. The date by which proposals are due.
7. Required delivery or performance dates/schedules.
8. Clear indications of the quantity(ies) requested and unit(s) of measure.

Extension of Due Dates and Receipt of Late Proposals

Solicitations should provide for sufficient time to permit the preparation and submission of offers before the specified due date. However, an extension may be granted if a prospective offeror so requests. The extension should only be granted for extenuating circumstances and cannot be offered for the sealed bid process.

Contractor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Contractors that submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

Procurement File Requirements for RFQ's

1. Public notice
2. Copy of RFQ including technical requirements, statement of work and cost requirements
3. Evaluation criteria
4. Proposal's submitted
5. Evaluation of proposals
6. Contract negotiations (if applicable)
7. Award of contract to lowest bidder who met the technical requirements/specifications

Evaluation of Alternative Contractors

Proposers shall be evaluated on a weighted scale that considers some or all the following criteria as appropriate for the purchase:

1. Adequacy of the proposed methodology
2. Skill and experience of key personnel
3. Demonstrated experience
4. Other technical specifications designated by the department requesting proposals

5. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
6. Proposer's financial stability
7. Proposer's demonstrated commitment to the nonprofit sector
8. Results of communications with references supplied by proposer
9. Ability/commitment to meeting time deadlines
10. Cost
11. Minority, small business, women-owned business status of proposer, or labor surplus area
12. Other criteria (to be specified by the department requesting proposal)

Not all the preceding criteria may apply in each purchasing scenario. However, the department responsible for the purchase shall establish the relative importance of the appropriate criteria prior to requesting proposals and shall evaluate each proposal based on the criteria and weighting that have been determined.

After a contractor has been selected and approved by the procurement team, presentations will be made to the appropriate ECS executives, soliciting their input and getting their final approval to complete the agreement.

Non-Competitive Proposals

Non-competitive proposal sourcing may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. The Federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from the non-Federal entity
4. After solicitation of a number of sources, competition is determined to be inadequate.

Requirements for a non-competitive proposal

1. Applies to all spends greater than \$3,500.
2. Provide a standard template for a written justification. The justification should include information such as: a description of the unique features that prohibit competition; documented research conducted to verify the vendor as the only known source; a description of the marketplace to include distributors, dealers, resellers, etc.; known compatibility issues; and/or timing issues.
3. The governing agency should be contacted to advise them of ECS's intention to execute a non-competitive proposal event.
4. Maintain all records of vendor solicitation, proposal, contract award and justification for single source decision.

Affirmative Consideration of Minority, Small Business, Women-Owned Businesses, and Labor Surplus Area Firms

(2 CFR Part 200.321)

Positive efforts shall be made by ECS to utilize small businesses, minority-owned firms, certified minority business enterprises (CMBE), veteran-owned businesses, women's business enterprises, and labor surplus area firms whenever possible.

ECS defines minority-owned, women-owned and veteran owned business as any enterprise with ownership representing at least 51% of the subject class. ECS accepts the Small Business Administration's definition of a small business where employee count ranges from 100 to 1,500 and/or annual revenue ranges from \$2.5 - \$21.0 million depending on industry.

The following steps shall be taken whenever possible:

1. ECS shall ensure that small business, minority-owned firms, women's business enterprises, and labor surplus area firms are used to the fullest extent practicable. *(2 CFR Part 200.321)*
2. ECS shall make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms, women's business enterprises, and labor surplus area firms. *(2 CFR Part 200.321(b)(4))*
3. ECS shall consider in the contract process whether firms competing for larger contracts tend to subcontract with small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms. *(2 CFR Part 200.321(b)(6))*
4. ECS shall encourage contracting with consortiums of small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms when a contract is too large for one of these firms to handle individually. *(2 CFR Part 200.321(b)(3))*
5. ECS shall use services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency. *(2 CFR Part 200.321(b)(5))*

Availability of Procurement Records

(2 CFR Part 200.324(b))

ECS shall, on request, make available for the federal or state awarding agency, pre-award review and procurement documents, such as requests for proposals, when any of the following conditions apply:

- The process does not comply with the procurement standards in 2 CFR Part 200. *(2 CFR Part 200.324(b)(1))*
- The procurement is expected to exceed the federally-defined simplified acquisition threshold (\$250,000) and is to be awarded without competition or only one bid is received. *(2 CFR Part 200.324(b)(2))*
- The procurement exceeds the simplified acquisition threshold and specifies a "name brand" product. *(2 CFR Part 200.324(b)(3))*
- The proposed award exceeds the federally-defined simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed-bid procurement. *(2 CFR Part 200.324(b)(4))*
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the federally-defined simplified acquisition threshold. *(2 CFR Part 200.324(b)(5))*

Provisions Included in All Contracts

(2 CFR Part 200 Appendix II)

Where applicable, ECS includes the following provisions in all contracts charged to federal and state awards with contractors and sub-grants to grantees:

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors **violate or breach contract terms**, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address **termination for cause and for convenience** by the non-federal entity including the manner by which it will be effected and the basis for settlement.
3. **Equal Employment Opportunity:** All contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by ECS and its subrecipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
5. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include provisions concerning overtime pay and working conditions in compliance with [40 U.S.C. 3702](#) and 3704, as supplemented by Department of Labor regulations ([29 CFR Part 5](#)).
7. **Rights to Inventions Made Under a Contract or Agreement:** If the federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the award agency.
8. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-13287). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. **Debarment and Suspension (E.O.s 12549 and 12689):** A contract award must not be made to the parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. ***A list of excluded parties can be found at www.sam.gov.***
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.
11. **Recovered Materials (2 CFR 200.317):** Contractors, where applicable, will comply with section 6002 of the Solid Waste Disposal Act.
12. **American Made:** Contractors shall to the greatest extent practicable, provide ECS with American made equipment.
13. **Trafficking Victims Protection Act of 2000:** Contractors supplying goods and services to ECS will fully comply with the Trafficking Victims Protection Act of 2000.

Right to Audit Clause

ECS requires a "Right to Audit" clause in all contracts between ECS and contractors that either:

1. Take any form of temporary possession of assets directed for ECS, or
2. Process data that will be used in any financial function of ECS.

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

Code of Conduct in Purchasing (2 CFR Part 200.318 (c)(1))

- It is the policy of Episcopal Children's Services, Inc. (ECS) that all employees will observe and comply with all applicable U.S. federal, state, and local laws, rules and regulations while conducting its business. ECS is committed to conducting all its activities in accordance with the highest standards of integrity, ethics, and objectivity. In all actions and relationships which may affect ECS or where any employee represents or negotiates on behalf of ECS, employees must not misuse the authority or influence of their positions. Staff must always be mindful that they represent the Board of Trustees and share a professional trust with other staff and the general membership. ECS will disclose in writing, all violations of federal law involving fraud, bribery or gratuity violations potentially affecting the federal award. [2CFR Part 200.112].
- Officers, board members, employees, and agents shall not solicit gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements.

- ECS staff, officers, board members and agents will discourage and decline individual gifts or gratuities (of any value), if the gifts or gratuities were offered with the intent to influence the purchase of supplies, commodities, equipment, and/or services. ECS team members shall notify their immediate supervisor if they are offered such incentives.
- ECS staff, officers, board members and agents may accept unsolicited gifts with a nominal value of \$25 or less, with the approval of their department vice president or the corporate CEO. Unsolicited gifts with a value of greater than \$25 may not be accepted under any circumstance and violation of this policy will be reviewed by the ECS VP of Human Resources and could result in disciplinary action up to and including termination. If an employee receives, without solicitation, a gift with a value in excess of \$25, they shall: inform their supervisor immediately; communicate their refusal of the gift in writing to the sender; ask the sender for instructions for disposal/return of the gift.
- No officer, board member, employee, or agent shall participate in the selection or administration of a contractor if a real or apparent conflict of interest would be involved. Such a conflict would arise if an officer, board member, employee or agent, or any member of his or her immediate family, his or her spouse or partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the contractor selected.
- For grants or contracts originating with the State of Florida, Office of Early Learning or the Early Learning Coalition, ECS will comply with Section 112.3143 (1)(b) and Section 1002.84(20), F.S. requiring OEL notification and approval of 2/3 vote of the board for contracts with board members or employees and prior approval of OEL, if the contract is \$25,000 or greater. As with all other conflicts of interests, the interested or related party must complete the necessary conflict of interest disclosure form. Such contracts involving state funds may not be executed without the approval of the Office of Early Learning. Such contracts, as well as documentation demonstrating adherence to this section by the coalition, must be approved by a two-thirds vote of the ECS and ELC Boards, a quorum having been established; all conflicts of interest must be disclosed before the vote; and any member who may benefit from the contract, or whose relative may benefit from the contract, must abstain from the vote. A contract under \$25,000 between ECS and an ECS employee or between a relative, as defined in s. [112.3143](#)(1)(c), of a board member or of an employee of the ECS is not required to have the prior approval of the office but must be approved by a two-thirds vote of the ECS board, a quorum having been established, and must be reported to the office within 30 days after approval. If a contract cannot be approved by the office, a review of the decision to disapprove the contract may be requested by ECS and the early learning coalition or other parties to the disapproved contract.
- ECS staff, officers, board members and agents shall disclose in writing any potential conflicts of interest in accordance with 2CFR Part 200.112. (*The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.*)
- All complaints or inquiries concerning possible violation of this Conflict of Interest Statement should be submitted in writing to the CEO or his/her designee, or for employees to the CEO, for review and a determination as to whether a violation of this Policy exists. Any determination by the CEO or his designee shall be forwarded to the full Board for a vote of support of the CEO's determination.
- . A copy of this Policy shall be given to all Board members, policy council members, staff members, volunteers or other key stakeholders upon commencement of such person's relationship with ECS or at the official adoption of

stated policy. Each board member, **officer**, senior executive staff shall sign and date the policy at the beginning of her/his term of service or employment and each year thereafter. Failure to sign does not nullify the policy. This policy and disclosure form must be filed annually by all specified parties.

- In addition to any penalty contained in any provision of law, any such officer or employee who knowingly and intentionally violates any of these provisions may be suspended from employment with ECS or his/her relationship with ECS may be terminated.

Resolutions of Conflicts of Interest

All real or apparent conflicts of interest shall be disclosed to the Board of Trustee's Executive Committee and the ECS CEO. Conflicts shall be resolved as follows:

- The Board of Trustee's Executive Committee shall be responsible for making all decisions concerning resolutions of conflicts involving directors, the CEO, and other members of senior management.
- The chair of the Board of Trustees Executive Committee shall be responsible for making all decisions concerning resolutions of conflicts involving Board of Trustees' Executive Committee Members.
- The chair of the Board of Trustees shall be responsible for making all decisions concerning resolutions of conflict involving the chair of the Board of Trustees' Executive Committee.
- The CEO shall be responsible for making all decisions concerning resolutions of conflicts involving employees below the senior management level, subject to the approval of the Executive Committee.

An employee or director may appeal the decision that a conflict (or the appearance of conflict) exist as follows:

- An appeal must be directed to the Chair of the Board of Trustees.
- Appeals must be made within 30 days of the initial determination.
- Resolution of the appeal shall be made by vote of the full Board of Trustees.
- Board members who are the subject of the appeal, or who have a conflict of interest with respect to the subject of the appeal, shall abstain from participating in, discussing or voting on the resolution, unless their decision is requested by the remaining members of the Board.

Disciplinary Action for Violations of this Policy

Failure to comply with the standards contained in this policy will result in disciplinary action that may include termination, referral for criminal prosecution, and reimbursement to the Organization or the government, for any loss or damage resulting from the violation. As with all matters involving disciplinary action, principles of fairness will apply. Any employee charged with a violation of this policy will be afforded an opportunity to explain her or his actions before disciplinary action is taken.

Disciplinary action will be taken:

- Against any employee who authorizes or participates directly in actions that are a violation of this policy.
- Against any employee who has deliberately failed to report a violation or deliberately withheld relevant and material information concerning a violation of this policy.
- Against any director, manager, or supervisor who attempts to retaliate, directly or indirectly, or encourages others to do, against any employee who reports a violation of this policy.

The full ECS Conflict of Interest Policy is found in the ECS Employee Handbook. The Handbook may be accessed by ECS employees through the following link:

<https://episcopalchildrensserv.sharepoint.com/HRDocuments/Shared%20Documents/ECS%20Employee%20Handbook%20Revised%205.2020.pdf>

- For additional information and clarification:
 1. See the Florida Commission on Ethics *Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees*.
 2. See the Florida Commission on Ethics *Overview of Laws relating to Gifts*.
 3. See the Florida Commission on Ethics *Overview of Laws relating to Honoraria*.
 4. See OEL's Uniform Guidance 2 CFR Part 200, Policy updates for Conflicts of Interest
- ECS will disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (2 CFR Part 200.113)

Competition (2 CFR Part 200.319)

To promote open and full competition, purchasers will:

- Be alert to any internal potential conflicts of interest.
- Be alert to any noncompetitive practices among contractors that may restrict, eliminate, or restrain trade.
- Not permit contractors who develop specifications, requirements, or proposals to bid on such procurements.
- Award contracts to bidders whose product or service is most advantageous in terms of price, quality, and other factors.
- Issue solicitations that clearly set forth all requirements to be evaluated.
- Reserve the right to reject all bids when it is in the Organization's best interest.
- Not give preference to state or local geographical areas unless such preference is mandated by federal statute. (200.319(b))
- "Name brand or equivalent" description may be used to define the performance or requirements. (200.319(c)(1))

Nondiscrimination Policy

All contractors who are the recipients of ECS funds or who propose to perform any work or furnish any goods under agreements with ECS, shall agree to these important principles:

1. Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractors.
2. Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations

placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

Contracts Administration/Management

Once a contract has been executed it enters the last phase of the contract management system. During this phase of contract management, day to day activities are managed by the assigned contract manager. Overall performance results are documented, and monitoring tasks are also performed. Adequate documentation of goods/services procured, goods/services received, payments made and compliance with federal and state grant program rules is required. The file forms/processes listed here represent minimum contracts administration/management documentation requirements for Entity contract agreements.

A. Formal contract documents *[45 CFR § 75.327(a); 45 CFR § 75.329; and 45 CFR § 92.36 and s. 287.057(15), F.S.]*

- 1) Original executed (signed) contract/grant
- 2) Contractor name
- 3) Contract amount
- 4) Subcontracts, memorandums of agreement, if applicable
- 5) Amendments
- 6) Renewals
- 7) Bonds
- 8) Insurance
- 9) Funding source(s)
- 10) Contract relationship [Ch. 69I-5.006, FAC and 45 CFR Part 75.351]
- 11) Provider's justification of need for advance, if applicable
- 12) Scoped reporting requirements (evaluation reports, performance measures, etc.)

B. Day-to-day management documents *[s. 287.057(15), F.S. ; DFS FCCM Manual; OA-1, FAC; 45 CFR Part 75.327(a); 45 CFR Part 75.329]*

- 1) Performance documentation
- 2) Correspondence
- 3) Payment documentation
- 4) Deliverables
- 5) Subcontractor approvals
- 6) Status of reporting requirements
- 7) Contract monitoring
 - a) SR/VPK provider contracts – *see separate sections of SR Plan for more information, not addressed here*
 - b) Vendors/contractors
 - c) Subrecipients

C. Formal monitoring process *[CFOM No. 06 (2011-12), Contract Monitoring and Documenting Contract Performance]*

- 1) Risk Assessment

- 2) Monitoring Plan
- 3) Monitoring Procedures and Criteria
- 4) Evidence to support conclusions reached during its monitoring process
- 5) Corrective Action Plan (if required)
- 6) Follow-up on Corrective Action (if required)

D. Other related contracts administration activities

- 1) Subrecipient contracts and subawards
 - a) Risk assessments – planning and monitoring phases
 - b) Additional disclosures and special conditions
- 2) Contracts Closeout
- 3) Problems with Vendor/Contractor Performance
- 4) Contract Termination
- 5) Prior approval documentation requirements
- 6) Conflict of Interest disclosures (if applicable)
 - a) Coalition governing board members
 - b) Coalition employees
 - c) Relative(s) of either group as defined in statute
 - d) Organizational conflicts

General Procurement Procedures

The following are ECS's procurement policies applying to all phases of the business.

1. ECS shall avoid purchasing items that are not necessary, nor duplicative for the performance of the activities required by a federal award. *(2 CFR Part 200.318(d))*
2. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical *(2 CFR Part 200.318(d))*. The analysis shall be conducted by the controller or his designee and should only be made when both lease and purchase alternatives are available to the program.
3. Purchasers are encouraged to enter into state and local inter-governmental or inter-entity agreements where appropriate for procurement of use of common or shared goods and services. *(2 CFR Part 200.318(e))*
4. Purchasers are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment whenever such use is feasible and reduces project costs. *(2 CFR Part 200.318(f)) Directions for finding and obtaining surplus property found at <http://www.gsa.gov/portal/content/104591>*
5. Documentation of the cost and price analysis associated with each procurement decision in excess of the simplified acquisition threshold (\$250,000) shall be retained in the procurement files pertaining to each federal award. *(2 CFR Part 200.323)*
6. All pre-qualified lists of persons, firms or products which are used in acquiring goods and services must be current and include enough qualified sources to ensure maximum open and full competition. *(2 CFR Part 200.319(d))*

7. ECS shall make all procurement files available for inspection upon request by a federal awarding agency, the state awarding agency, the Inspector General, the Auditor General, the Office of Early Learning and the ELC of North Florida or other funders. (2CFR 200.336)
8. ECS will maintain records sufficient to detail the history of procurement. These records are dependent on specific state and federal requirements based on spend thresholds and will be defined later in this document.
9. All procurement files must be maintained for five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to the contract, whichever occurs last. ECS shall comply with the records retention requirements in Florida. The General Records Schedule GS1-SL for State and Local Government Agencies is located at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
10. Records retention schedules apply to records regardless of their physical format. Therefore, records created or maintained in electronic format must be retained in accordance with the minimum retention requirements, whether the electronic records are the record copy or duplicates.
11. Wherever practicable records should be collected, transmitted and/or stored in open and machine-readable formats.
12. Federal and state awarding agencies have the right to access any documents pertinent to federal/state awards.
13. ECS shall not utilize the cost-plus-a-percentage-of-costs method of contracting. (2 CFR Part 200.323(d)). *When applicable or required, negotiate profit as a separate element of price.*
14. Costs or prices are limited to allowable costs based on federal and state cost principles.
15. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, ECS may define a bonding policy, provided that the Federal awarding agency has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows (2 CFR Part 200.325).

Bond Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the HHS awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the HHS awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223

Approved Contractor Lists

ECS encourages all departments to develop lists of approved contractors that can be used throughout the year on a category by category basis. The process to identify an approved contractor is as follows.

1. Define the category. Develop a list of similar, commonly-purchased items that can be acquired from a single contractor. Examples are office supplies, diapers and classroom supplies.
2. Identify contractors capable of supporting each identified category. These contractors could be manufacturers, distributors, brokers, contractors or sub-contractors. Approved contractor lists should have a minimum of two contractors. For the purposes of developing a list, five to eight (5-8) is an ideal number from which to start.
3. Solicit pricing estimates/bids from all contractors. Review and compare total cost of ownership from all bid responses. Evaluate shipping costs, reviews, history with ECS, lead times, terms and conditions.
4. Where practical, have verbal discussions with representatives from each of the lowest price bidders.
5. Select a final grouping of contractors to comprise the Approved Contractor List. They should be within 10% of each other in price with similar terms and conditions. They should have left a positive impression during the verbal interview.
6. Make a reasonable effort to identify minority, veteran and women owned business for contractor list consideration. Also attempt to identify and include contractors from labor surplus areas.

This process should be repeated at least annually, with each approved list also updated each year. Contractors may be added throughout the year.

Note: 2 CFR Part 200.319(d) states: "The non-Federal entity must ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period."

Pre-Qualified Contractors

- *Qualified Contractors means ECS has determined that these contractors can meet their needs for micro-purchases.*
- *Pre-qualified Contractors are identified through a competitive process and used for purchases in excess of the micro-purchase limit.*

Records Retention

Financial records, supporting documents, statistical records, and all other records pertinent to a Federal or State awards must be retained for a period of five years from the date of submission of the final expenditure report. For Federal

awards that are renewed quarterly or annually, however, records must be maintained from the date of the submission of the quarterly or annual financial report, respectively. The only exceptions are the following:

1. If any litigation, claim, or audit is begun before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. The five-year retention period may be extended by notice from the Federal granting agency or any other agency having oversight authority.
3. Records for real property and equipment acquired with Federal funds must be retained for five years after final disposition of that property or equipment.
4. The five-year retention requirement does not apply when records are transferred to or maintained by the Federal awarding agency or pass-through entity.

The following apply to indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable:

1. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the five-year retention period for its supporting records starts from the date of such submission.
2. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the five-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Records shall be maintained in open and machine-readable formats, rather than in proprietary formats or on paper.

Vendor Record Maintenance

Responsibility

The procurement director is responsible for creating new vendor profiles within Microix as well as editing existing profiles. The corporate controller and CFO provide back-up support to the procurement director for this function.

Disbarment of New Contractor

The Procurement Director will confirm that all new contractors are not on the governmental disbarred list. The check may be performed by the Accounting Manager or the new vendor set-up requestor. It is also recommended that the new vendor set-up requestor perform a limited public record search and shall contact the contractor to validate its existence. The website to use for this action is: <https://www.sam.gov/portal/SAM/##11>.

Contractor Files and Required Documentation

The Fiscal Department shall create a contractor file for each new contractor or re-activated contractor from whom ECS purchases goods or services.

Contractor information shall be maintained and updated within Microix. Minimum documentation includes:

1. Name, address, phone number and email address.
2. Completed and signed Form W-9. Contractors being reactivated are required to complete a new Form W-9 to verify current name, address, and tax ID number.

3. Preferred method of payment. If electronic, then account number, routing number and a voided check are required.
4. Contractors with a post office (PO) box shall provide a physical location address for the master file. The PO Box number may be used for postal purposes. The contractor name and physical address will be verified by [performing an online search, mailing of contractor forms that are required to be returned.

The following procedures should be performed prior to creating or re-activating all contractor files to help ensure that each contractor only has one master file:

1. Search for existence of the tax ID number in the master file
2. Search for name variations and name standardization (entity resolution) (e.g. Doe, John; J Doe; John Doe)
3. Search for matching or similar addresses
4. Perform an online search of the contractor and the physical address to determine validity
5. Search for matches against the employee master file
6. Creation of a new vendor request form (see following)

Vendor Request Form	
Is the request for a new vendor (yes or no)	
Is this request for a change to a current vendor (yes or no)	
If the request is a change request, describe what you would like to change.	
Vendor Name:	
Vendor ID (to be completed by the Fiscal Department if <u>new</u>)	
Vendor Physical Address:	
Street, Line One	
Street Line Two	
City	
State	
Zip Code	
Vendor Remit-To Address (if different from physical address):	
Street, Line One	
Street Line Two	
City	
State	
Zip Code	
Vendor Phone Number (if known)	
Vendor Email (if known)	
Does Vendor prefer payment by Check or Electronic Transfer?	
Check (Yes or No)	
Electronic Bank Transfer (Yes or No)	
If Electronic, what is the bank account number?	
If Electronic, what is the routing number?	
If Electronic, provide vendor email contact info for receivables if available:	
Does the vendor have ownership (51% or greater) that can be classified as <u>any</u> of the following: Minority (non-Caucasian) – Registered as an MBE (minority business enterprise) with the state of Florida OR Minority (non-Caucasian) – Not registered as an MBE with the state of Florida OR Female OR Veteran OR Dis-abled veteran. (Yes or No)	
If yes to the above question, which category(s) apply?	
FOR A NEW VENDOR REQUEST, YOU MUST INCLUDE A W-9 WITH THIS DOCUMENT	
FOR A <u>NEW</u> VENDOR REQUEST ONLY, YOU MUST CONFIRM THE VENDOR IS NOT ON THE FEDERAL EXCLUDED PARTIES LIST. TO DO SO, VISIT WWW.SAM.GOV. CLICK ON "SEARCH RECORDS". ENTER THE VENDOR NAME IN "QUICK SEARCH". PRINT OUT THE RESULTS AND ATTACH TO THIS DOCUMENT.	
What goods or services will this vendor provide to ECS?	
Requested by:	Name:
	Date:
Approved by:	Name:
	Date:

Contractor Master File Maintenance

ECS will monitor and update the contractor master file on an ongoing basis.

The Disbursement's Manager will review the master file for:

1. Duplicate contractors. Contractors with the same or similar tax ID number, name, address, email, contact, and other information. Duplicate contractors will be [merged, inactivated].
2. Contractors without activity in the past 24 months will be inactivated. Inactivated contractors must go through the contractor creation process before being re-activated.

Procurement Grievance Procedures

For expenditures greater than \$250,000, any bidder may file a grievance with ECS following a competitive bidding process. Once a selection is made, bidders will be notified in writing of the results. The written communication mailed to bidders will also inform them that they may have a right to appeal the decision. Grievances are limited to violations of federal laws or regulations, or failure of ECS to follow its own procurement policies. All grievances should be sent to:

Episcopal Children's Services

Attention: Procurement Director

8443 Baymeadows Road, Ste 1

Jacksonville, Florida 32256

Receipt and Acceptance of Goods

A designated ECS employee shall inspect all goods received. Upon receipt of any item from a contractor, the following actions shall be taken:

1. Review bill of lading/packing slip for correct delivery point.
2. Verify the quantity of boxes/containers with the bill of lading.
3. Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.).
4. Remove the packing slip from each box/container.
5. Compare the description and quantity of goods per the purchase order to the packing slip.
6. Examine goods for physical damage.

7. The packing slip/order confirmation/invoice will be used as receipt confirmation. The designated ECS employee will sign and date the appropriate document confirming actual count received, scan the document and enter the document into Microix.

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with contractors.

To the extent possible, the person(s) assigned responsibility for receiving and accepting goods should be separate from the person(s) responsible for purchasing and bill-paying.

Contract Administration

1. All original contract documents (Not PO's) will be maintained in a locked file at ECS Central and managed by the Chief Executive Administrative Assistant.
2. Contracts will also be kept on ECS SharePoint for reference usage by approved ECS employees.
3. All Purchase Orders will be automatically maintained in Microix.
4. Authorization of work:
 - a. No work shall be authorized until the contract for the work has been approved and fully executed.
 - b. No change in the work shall be authorized until an amendment to the contract for the work has been approved and fully executed.
 - c. No amendment of a contract for work shall be executed until it has been approved and authorized as required in the Authorizations and Purchasing Limits table and, where required by the terms of the grant award or budget, approval by the funding source.
5. Conformance of work:
 - a. For each grant award, based on applicable laws, regulations and grant provisions, the contract originator, shall to the best of their ability, confirm that the contractor:
 - i. Is in conformance with the terms, conditions, and specifications of the contract, and
 - ii. Provides timely follow-up of all purchases to assure such conformance and adequate documentation.
6. The appropriate and designated ECS employee will authorize payment of invoices to contracts after final approval of work products.
7. All contracts will be signed by the CEO or their designee.
8. Contract back up information will be kept with their respect Purchase Orders. These documents may include: lease/purchase analysis, insurance, bonds, renewals, notice of federal interest, vendor approval forms, bids, price comparisons.
9. Contracts should contain, where appropriate, the following information: origination date, contractor name/address, contract amount, amendments, terms and conditions, pricing, length of term, termination clauses, renewal options, federal compliance information, signature page, indemnification clauses, scope of work, force majeure, quality expectations, shipping requirements, delivery information, payment terms, rejection and return clause.

Davis Bacon Act

Overview

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Davis Bacon Act Guidance

ECS must obtain the wage determinations for the locality in which the activity will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to Davis Bacon. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

Who is Covered

The Davis-Bacon and related Acts (DBRA) generally apply to contractors and subcontractors performing on federal and federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Laborers and mechanics performing on the site of the work of DBRA-covered contracts are entitled to receive prevailing wage rates for such work.

Basic Provisions/Requirements

The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors performing on covered contracts pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics. The rates listed are based on wages and fringe benefits WHD found to be prevailing for laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses and the applicable wage determination(s) must be included in covered contracts.

Apprentices may be employed at less than the predetermined rates if they are individually registered in and employed pursuant to an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees individually registered may be employed at less than predetermined rates if they are participating in a trainee program certified by the Department.

Contractors and subcontractors on DBRA projects are required to pay laborers and mechanics weekly and to submit weekly certified payroll records to the contracting agency. DBRA contractors and subcontractors are also subject to rules concerning allowable payroll deductions.

Contractors and subcontractors on Davis-Bacon Act prime contracts in excess of \$250,000, or related Act contracts in excess of \$100,000, are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay laborers and mechanics one and one-half times their basic rates of pay for all hours over 40 worked on a covered contract in a workweek.

Employee Rights

The Davis-Bacon and Related Acts provide laborers and mechanics on covered contracts the right to receive at least the locally prevailing wages (including fringe benefits), as determined by the Department of Labor, for the type of work performed. The [Wage and Hour Division](#) and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations.

Recordkeeping, Reporting, Notices and Posters

Notices and Posters

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 ["Employee Rights Under the Davis-Bacon Act" poster](#) at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

Recordkeeping

Under the Davis-Bacon and related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act \(FLSA\)](#) .

Reporting

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and delivered to a representative of

the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period

From time to time, contractors may also be asked to submit, via survey, wage data from construction projects on which they have employed laborers and mechanics for use by WHD in determining the locally prevailing wage rates that will apply to Davis-Bacon and related Acts-covered projects in the future. The submission of wage data is encouraged, but voluntary. When new surveys are conducted to enable WHD to reflect the locally prevailing wages, contractors and others may use the [WD-10 Form, Report of Construction Contractor's Wage Rates](#).

Penalties/Sanctions

Contractors or subcontractors found to have disregarded their obligations to employees under the Davis-Bacon Act, or found to be "in aggravated or willful violation" of any of the related Acts, may be subject to debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and for liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA). Breach of the required contract clauses under the Davis-Bacon and related Acts and CWHSSA may also be grounds for termination of the contract.

Contractors and subcontractors may challenge the Wage and Hour Division's determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judges to the Department's Administrative Review Board (ARB). ARB determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of the required certified payroll records or any kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

Wage Determination Website

<https://www.wdol.gov/>

ECS Requirements

- e. Run a wage determination for the project
- f. Provide a written copy to all bidders
- g. Attach a copy of the wage determination to the PO
- h. Attach a copy of the weekly wage reports from the contractor to the PO

Sample Vendor Labor Reporting Document

<https://www.dol.gov/whd/forms/wh347.pdf>

Disbursements

ACCOUNTS PAYABLE MANAGEMENT

Overview

ECS strives to maintain efficient business practices and good cost control. A well-managed accounts payable function can assist in accomplishing this goal from the purchasing decision through payment and bank account reconciliation. The following are general policies for accounts payable:

- Assets or expenses and the related liability are recorded by an individual who is not responsible for ordering and receiving.
- The amounts recorded are based on the contractor invoice for the related goods or services.
- The contractor invoice should be supported by an approved purchase order where required by ECS policy and should be reviewed and approved by a Department Director (Head Start Director, Director or member of Senior Management team in charge of a grant or department) with knowledge of the grant and purchase prior to being processed for payment.
- Invoices and related general ledger account distribution codes are reviewed prior to posting to the subsidiary system.

The primary objective for accounts payable and cash disbursements is to ensure that:

- Disbursements are properly authorized.
- Invoices are processed in a timely manner.
- Contractor credit terms and operating cash are managed for maximum benefits.
- Since ECS has an electronic requisition system, ECS's procedures will include data entry or other responsibilities such as on-line approval of purchase orders

Policy References/Statements:

ECS will comply with the following references/statements related to federal/state laws, regulations, statutes and rules.

- Chapter 60A – General Regulations
- Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- Section 287.058, F.S. – Contract document
- Rule 60A-1.002, FAC – Purchase of commodities or contract services
- Chapter 69I – Division of Auditing and Accounting
- Compliance with Rule 69I-24, F.A.C. – Payment of Vouchers by State Warrant
- Compliance with Rule 69I-40, F.A.C. – Bureau of Auditing invoice requirements
- DFS Reference Guide for State Expenditures
 - CHIEF FINANCIAL OFFICER Memo No. 01 (2012-13), Contract Summary Form
 - CHIEF FINANCIAL OFFICER Memo No. 02 (2012-13), Contract and Grant Reviews and Related Payment Processing Requirements
 - CHIEF FINANCIAL OFFICER Memo No. 03 (2014-15), Compliance Requirements for Agreements
 - CHIEF FINANCIAL OFFICER Memo No. 06 (2011-12), Contract Monitoring and Documenting Contractor

Performance PUR 1000 and 1001

- DFS State Travel Manual
- CFO Memo No. 06 (2016-17), *Guidance for Travel restrictions imposed by Ch. 2016-62, FL Law*
- CFO Memo No. 02 (2014-15), *State of Florida Purchasing Card Program Convenience Fees/Surcharges*
- OEL Program Guidance Files
 - Program Guidance 440.10 – Office of Early Learning Match Reporting Guidance
 - Program Guidance 240.01 – Cash Management Procedures
 - Program Guidance 240.04 – School Readiness Funds Management
 - Program Guidance 240.05 – Guidance on Prior Approval Procedures
 - Program Guidance 240.06 – Reimbursement Request Requirements for ENTITIES
 - Program Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance.
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR 200.302, *Financial management systems*
 - 2 CFR 200.302(7), *Financial management systems* – allowability of costs
 - 2 CFR 200.303, Internal controls
 - 2 CFR 200, Subpart E – Cost Principles
- Written procedures for allowability of costs - required contents [2 CFR Part 200.302(7)]
 1. Procedures or disclosures for prohibited costs – optional disclosures based on entity operations.
 2. Procedures to evaluate allowability of costs – a disclosure requirement.

The Entity's policies will ensure appropriate and adequate invoice processing occurs.

Appropriate and adequate invoice processing policy disclosures [69I-40.002(3), F.A.C.]

1. Contractual service invoices submitted by a vendor/contractor/service provider for payment processing must clearly identify, at a minimum,
 - a. The dates of services, a description of the specific contract deliverables provided during the invoice period and the quantity provided, and the payment amount specified in the agreement for the completion of the deliverable(s) provided.
2. Cost reimbursement invoices must reflect the expenditures incurred by expenditure category.
3. Required information may be submitted on the invoice or in a report format along with any other information required by the terms of the agreement.
4. Written certification, from the contract/grant manager, that services were performed in accordance with the contract terms must be obtained and kept in entity files. [s. 287.057(14), F.S.]

Recording of Accounts Payable

- All valid accounts payable transactions, properly supported with the required documentation, shall be recorded as accounts payable in a timely manner.
- Accounts payable are processed on a daily basis. Information is entered into the system from approved invoices with appropriate documentation attached.

- Since ECS accepts electronic invoices, each invoice will be checked against contractor payment files to ensure an invoice is only paid once.
- No payments will be made from contractor statements.

Accounts Payable Cutoff

For purposes of the preparation of the ECS's monthly financial statements, all contractor invoices that are received, approved, and supported with proper documentation by the fifth day of the following month shall be recorded as accounts payable as of the end of the immediately preceding month if the invoice pertains to goods or services delivered by month-end.

Preparation of a Voucher Package

Prior to any accounts payable being submitted for payment, a package called a "voucher package" shall be assembled. Each voucher package shall contain the following documents:

1. Contractor invoice (or employee expense report)
2. Packing slip (where appropriate)
3. Receiving report (or other indication of receipt of merchandise and authorization of acceptance)
4. Purchase order as required by procurement policies
5. Any other supporting documentation deemed appropriate
6. Any of these documents may be submitted to the payables department electronically when available.

Invoice processing policy disclosures [69I-40.002(3), F.A.C.]

5. Contractual service invoices submitted by a vendor/contractor/service provider for payment processing must clearly identify, at a minimum,
 - a. The dates of services, a description of the specific contract deliverables provided during the invoice period and the quantity provided, and the payment amount specified in the agreement for the completion of the deliverable(s) provided.
6. Cost reimbursement invoices must reflect the expenditures incurred by expenditure category.
7. Required information may be submitted on the invoice or in a report format along with any other information required by the terms of the agreement.
8. Written certification, from the contract/grant manager, that services were performed before making payment in accordance with the contract terms must be obtained and kept in entity files. [s. 287.057(14), F.S.]

Invoice processing controls [69I-24.003, F.A.C.; CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCEM No. 06 (2011-12)]

1. ECS will receive deliverables and provide written certification of such before payments are made.
 - a. Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications purchase order or contract specifies otherwise. [s. 215.422(1), F.S.]
 - b. Terms conditions must be specified and must accompany the request for payment to evidence delivery of goods/services.
 - c. ECS payables staff must ensure that deliverables were received on time and as intended (i.e., met performance measures) before release of payment is approved/processed. This can be met with the written

certification from the assigned contract manager or person receiving the goods or service on the invoice or another written form.

2. ECS will ensure invoices have adequate documentation and are processed on a timely basis.
 - a. Documents for goods/services received are date stamped.
 - b. Review invoice for accuracy and completeness of the following details. [69I-40.002, (3), F.A.C.]
 - 1) Description of the item(s).
 - 2) Number of units.
 - 3) Cost per unit.
 - 4) Service dates coincide with invoice period.
 - 5) Minimum level of services has been provided.
 - 6) Amount invoiced coincides with the terms/conditions.
 - c. Verify any required supporting documentation has been submitted.
 - d. Review documentation to gain reasonable assurance that commodities/contractual services have been satisfactorily provided within the terms of the contract/agreement.
 - e. Complete any additional processes required by ECS policy.
 - f. Certify the ECS's receipt of goods/services.
 - g. Invoices shall be paid according to state rules for Prompt Payment Compliance.
 - 1) Section 215.422(3)(b), F.S., requires interest to be paid to the vendor if payment is not issued within 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services.
 - 2) DFS does not require agencies to pay interest penalty invoices of less than \$1.00 unless the vendor asserts his right to the interest penalty payment either orally or in writing.
3. Enforce terms and conditions [s. 287.057(14)(b), F.S.; DFS-related contract manager guidance]
 - a. ECS staff assigned contract/grant management duties are required to work with the contractor/vendor to ensure that goods/services are received as intended and contract/agreement terms are enforced.
 - b. Use performance bonds when appropriate.
 - c. Verify financial consequences are addressed.
 - d. Verify terms for liquidated damages are included (when applicable) to compensate the ECS for any losses realized.
4. For disputes about receipt of goods/services [s. 215.422(8), F.S., Payments...disputes]
 - a. ECS will have written procedures and instructions for staff.
 - 1) Invoice may be prorated, reduced or withheld according to the financial consequences established in contract/agreement.
 - 2) Partial or prorated payments must be made based on the deliverables that can be validated and supported by adequate documentation.
 - b. If no financial consequences are included in contract/agreement OR documentation can't be provided, the payment should be withheld until the issue is resolved or a settlement is reached.
 - c. Inform staff of settlement agreement process.
 - 1) Used when the amount owed to a provider/contractor is in dispute.
 - 2) A lengthy, cumbersome and potentially expensive process the Coalition will not be able to complete alone; legal counsel will be required.
 - 3) Required for many situations including
 - a) To settle a lawsuit, damages or legal fees;
 - b) Absence of an executed agreement;
 - c) Agreement was executed after services were rendered;
 - d) Additional services not included in the agreement were provided;
 - e) Services were rendered after the agreement expired.

Processing of Voucher Packages

The following procedures shall be applied to each voucher package by the Accounts Payable Accountant/Staff:

1. Check the mathematical accuracy of the contractor invoice.
2. Compare the nature, quantity, and prices of all items ordered per the contractor invoice to the purchase order, packing slip, and receiving report.
3. Document the general ledger distribution, using the ECS's current chart of accounts.
4. Obtain the review and approval of the Department Director /Senior Executive (or designee) associated with the goods or services purchased.

Approvals by Department Directors indicate their acknowledgment of satisfactory receipt of the goods or services invoiced, agreement with all terms appearing on the contractor invoice, agreement with general ledger account coding, and agreement to pay vendor in full. Approvals shall be documented with initials or signatures of the approving individual, and date of approval.

Payment Discounts

To the extent practical, ECS takes advantage of all prompt payment discounts offered by contractor. When such discounts are available and all required documentation in support of payment is available, payments will be scheduled so as to take full advantage of the discounts.

Employee Expense Reports

Travel Advances

Funds will be advanced for upcoming travel only upon receipt of a completed and properly approved request for travel advance. Travel advances are to be used only for the purpose intended. Travel expenses are to be made in accordance with the ECS's travel policies as explained in this section.

Employees receiving travel advances are required to sign for the advance signifying their acknowledgment of, and agreement with, these policies. Employees receiving travel advances must submit an expense report within 5 business days of returning from travel. No further travel advances will be issued to any employee who has an outstanding balance or reports due to ECS from previous business trips.

Employee and Director Business Travel

At the conclusion of an ECS business trip, an employee or member of the Board of Directors who has incurred business-related expenses should complete an expense report in accordance with the following policies:

1. Documentation must justify that participation of the traveler is necessary for the Federal award and costs are reasonable and consistent with ECS's travel policy. (2 CFR Part 200.474(b)(1) and (2))

2. Identify each separately incurred business expense (i.e., do not group all expenses associated with one trip together).
3. With the exception of tips, tolls, reimbursed mileage, and per diems, all business expenses must be supported with invoices/receipts.
4. ECS will reimburse employees at per diem rates established the State of Florida. Therefore, meal receipts are not required except for business entertainment which is addressed in Point 9 below.
 - a. If the conference or meeting which the traveler attends provides a meal, the value of that meal will be deducted from that day's per diem.
5. Contractor receipts/invoices must be submitted for all lodging and any expenditure other than meals.
6. Staff should use discretion when booking hotel rooms for any ECS travel and stay within in contractual or legal limits for reimbursement by the appropriate contract. Hotel costs in excess of the limit must be preapproved by the CEO or the CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE
7. For airfare, airline-issued receipts and the return trip boarding pass should be obtained. If a traveler fails to obtain a receipt, other evidence must be submitted indicating that a trip was taken and the amount paid (for example, a combination of an itinerary, a credit card receipt, and return trip boarding pass(es)).
8. Mileage may be reimbursed at the standard State of Florida rates currently in effect.
9. General ledger account coding must be identified for all expenditures.
10. For all meals and other business expenditures, the following must be clearly identified:
 - a. Names, titles, organization, and business relationships of all persons
 - b. The business purpose of the meal or other business event (topics discussed, etc.)
 - c. Meal receipts should be the actual, detailed receipt, not the credit card receipt. The credit card receipt may not provide enough detail.
11. All expense reports must be signed and dated by the employee.
12. All expense reports must be approved by the employee's supervisor
13. Only one expense report form should be prepared for each trip.
14. Travel costs of the CEO are reviewed and approved by the BOT. The CEO reviews and approves the travel expenses of his/her direct reports.
15. Instances of misuse by staff will be managed with disciplinary action prescribed by the executive team in conjunction with HR. Each instance will be handled on a case by case basis and documented in the employee's personnel file.

An employee will not be reimbursed for expense reports not meeting the preceding criteria. If the expense report results in a balance due to ECS (as a result of receiving a travel advance greater than actual business expenditures), the employee must attach a check or sign a statement indicating authorization to settle the balance due through a payroll

deduction. If the expense report results in a balance due to the employee, the employee will be reimbursed through the next expense reimbursement payment run.

No further travel advances will be issued to any employee who has an outstanding balance due to ECS from previous business trips. If intentional misuse of travel advances or reimbursements is noted, the employee will be subject to disciplinary actions found in the ECS Employee Handbook. Reimbursements for travel expenses, business meals, or other approved costs will be made only upon the receipt of a properly approved and completed expense reimbursement form (see further policies under "Travel and Business Entertainment"). All receipts must be attached, and a brief description of the business purpose of trip or meeting must be noted on the form. Expense reports will be processed for payment within 20 business days of month end. Expenses older than two months will not be reimbursed, without department head approval.

Expense reports must be signed and dated by the employee's supervisor. The supervisor's signature indicates that they have reviewed the request to ensure that it meets guidelines and that adequate supporting record and any required signatures/statements from the traveler are included. The supervisor should also review to ensure that the most economical and efficient method for travel is used for each event. If the supervisor is not available another member of the management team may sign off if they are in a position to have knowledge of the employee's travel. ECS will be transitioning to an electronic mileage/travel expense reimbursement system that will pay expenses through the payroll system.

Minimum required travel policy disclosures [2 CFR Part 200.302, financial management systems; 200.303, internal controls; DFS Reference Guide, DFS State Travel Manual; s. 112.061, F.S. Per Diem and travel expenses of public officers, employees, and authorized persons; and CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 06 (2016-17)

- a. The board of directors will review and accept the travel costs of the CEO.
- b. Should the management become aware of misuse of travel funds by staff or members of the management team, such misuse will be documented in the personnel files of the staff member and of any resulting disciplinary actions (if applicable).

Reconciliation of A/P Subsidiary Ledger to General Ledger

At the end of each monthly accounting period, the total amount due to contractors per the accounts payable subsidiary ledger shall be reconciled to the total per the accounts payable general ledger account (control account). All differences are investigated, and adjustments are made as necessary. The reconciliation and the results of the investigation of differences are reviewed and approved by the CFO/Director of Finance.

Also on a monthly basis, the Account Payables shall perform the following procedures:

1. Check all statements received for unprocessed invoices.
2. Check the purchase order file for open purchase orders more than 30 days old and follow up.

Vendors wishing to be paid by ACH must submit a request form including the routing number and account number and may submit a voided check to the AP accountant if available. The routing number and account number are entered into the accounting software by the Director of Procurement or Director of Budget.

All ACH payments to vendors are made by uploading an ACH file created in the accounting software and uploaded to the bank. The files are created by the accounts payable accountant and uploaded by either the Fiscal Controller or the Chief Financial Officer/Director Of Finance. All uploads are confirmed by the bank both in the total amount of the uploaded transactions and the number of vendors paid in the uploaded file. These confirmations are used to confirm the reports amounts in the AP accounts email after each upload.

Management of Accounts Payable Contractor Master File

Upon the receipt of an invoice from a new contractor that is not already in ECS' Accounts Payable Contractor Master File, the Accounts Payable staff shall mail (or email) a Form W-9 and a request for completion of the Form W-9, including the vendor's full address and federal employer identification number.

Contractor files shall include all of the following data regardless of annual spend:

- Contractor's legal name and any DBA name(s)
- Street address (payments may be mailed to a P.O. Box, but a street address must be in the file)
- Federal employer identification number
- Telephone number
- Fax number
- Contact name

Payments shall not be made to any contractor whose file does not comply with the preceding requirements.

On an annual basis, contractors that have not been utilized over the preceding 24-month period shall be purged (or made inactive) from the master contractor file. In addition, on an annual basis an internal audit shall be performed of the master contractor file and payments made to each contractor. This analysis, to be performed by the CFO or Director of Finance or their designee shall consist of the following procedures, at a minimum:

1. Cross-checking of contractors with matching street or P.O. Box addresses
2. Review of payment histories for signs of repeat invoice numbers or other indications of duplicate payments

Any unexplained deviations or irregularities noted in connection with the preceding internal audit procedures shall be reported to the chair of the ECS's Audit Committee.

Office of Foreign Assets Control (OFAC) Database Searches

It is the policy of ECS to perform a search of the Office of Foreign Assets Control (OFAC) for any non-U.S.-based contractor or payee upon setting that payee up in the accounts payable system and periodically on at least an annual basis thereafter. The OFAC search shall be initiated by the Accounts Payable using the ECS selected vendor(s) and the results shall be presented to the Director of Finance for review, approval, and proper disposition, depending on the outcome of the search.

Verification of New Contractor

Account Payables will perform additional procedures to validate the legitimacy of new contractors that shall be paid one-time or cumulative payments in excess of \$25,000. For such contractors, the Account Payables shall perform a limited public records search and shall contact the contractor to validate its existence.

Delegation of Authority: All Board authority delegated to staff is delegated through the Chief Executive Officer, so that all authority and accountability of staff as far as the Board is concerned is considered to be the authority and accountability of the Chief Executive Officer. ECS' Accounting and Financial Policies establish the limit of authority of the Chief Executive Officer regarding financial transactions. The Board designates authority to the CEO's administrative assistant to review and approve the Chief Executive Officer's timesheets, leave requests, work related travel expenses, and other routine operational requests on a monthly basis. These documents are made available for Board review at each regular Board meeting.

Prior Approval of Travel by the Board of Directors

Annually the ECS Board approves travel costs for out of state travel for staff working with and charged to the ELC of North Florida contract including room, mileage, airfare, rental cars, conference costs, and other costs as are reasonable and necessary in the course of performing the duties in an amount based on the planned travel for the year. Some examples of necessary travel are CLASS training, NAEYCE National Conference, Child Care Aware National Conference and other trainings held out of state that are necessary for the performance of duties.

The ECS Board also approves up funds for travel for ECS's CEO for in state or out of state travel including reimbursement for local mileage and for in state and out of state conferences or trainings as is necessary in the performance of his/her duties in amounts based on planned travel for meetings, conferences and other trainings as is reasonable and necessary in the course of the performance of his/her duties as CEO.

Reasonableness of Travel Costs

ECS shall reimburse travelers only for those business-related costs that are reasonably incurred. Accordingly, the following guidelines shall apply:

1. Payment for suites and other upgraded rooms at hotels shall not be allowed unless required by a medical condition. Travelers should stay in standard rooms. Travelers may if they wish but will not be required to share rooms. If sharing a suite is less expensive than separate rooms for each traveler, this will be allowed but it is up to the individual travelers to agree to the policy.
2. Ask hotels for any available discounts – nonprofit, government, or corporate rates.
3. When utilizing rental cars, travelers should rent midsize or smaller vehicles unless safety considerations require a larger vehicle. Rental of a vehicle larger than midsize must be approved by a supervisor. Share rental cars whenever possible.
4. Business-related long-distance telephone calls while away on business travel are permitted but should be kept to a minimum. Expense reports should explain long-distance charges.
5. Whenever possible, travelers should utilize long-distance calling cards when placing calls while away on travel. Avoid using the hotel's long-distance service whenever possible. (Note: see the next section of cell phone policies.)

6. Reasonable tips for baggage handling shall be reimbursed. No receipts are required.
7. If required by the funding source, foreign travel charged to federal grants must be approved in writing by the funding source prior to travel.

Special Rules Pertaining to Air Travel

The following additional rules apply to air travel:

1. Air travel should be at coach class or the lowest commercial discount fare at the time the ticket is purchased except when this fare would:
 - a. Require circuitous routing,
 - b. Require travel during unreasonable hours,
 - c. Excessively prolong travel,
 - d. Result in additional costs that would offset the transportation savings, or
 - e. Offer accommodations not reasonably adequate for the traveler's medical needs.
2. First class air travel shall not be reimbursed unless there is a medical reason which must be documented and approved by a supervisor.
3. Memberships in airline flight clubs are not reimbursable.
4. Cost of flight insurance is not reimbursable.
5. At least two quotes from a travel agency and/or an airline website should be obtained and attached to the expense report.
6. Cost of upgrade certificates is not reimbursable.
7. The cost of baggage fees required by airlines to either check or carry-on luggage is allowable and reimbursable.
8. Cost of canceling and rebooking flights is not reimbursable, unless it can be documented that it was necessary or required for legitimate business reasons (such as changed meeting dates, etc.).
9. Travelers must identify and pay for all personal flights, even if such flights are incorporated into a flight schedule that serves business purposes (i.e., ECS will not reimburse for the personal legs of a trip).
10. Frequent flyer miles will accrue to the traveler, not the ECS.

Spouse/Partner Travel

ECS does not reimburse any employee or board member for separate travel costs (air fare, etc.) associated with his or her spouse or partner. The cost of a shared hotel room need not be allocated between employee/director and spouse/partner for purposes of this policy.

CELL PHONES

Issuance of Corporate Cell Phones

ECS recognizes that certain job functions require that an employee be accessible when away from the office or during times outside scheduled working hours. For this reason, ECS will provide cell phones to select employees as a working condition fringe benefit. Supervisors of employees who travel frequently on ECS business may request a corporate cell phone for specific employees by contacting the Department Head who will request the phone from the Information Technology department. Job descriptions and personnel manuals will document the business reasons for providing employees with cell phones.

Corporate cell phone holders will be required to sign a statement acknowledging that the cell phone shall be used for legitimate ECS-related business purposes, shall not be used while driving. The cell phone holder also agrees to take reasonable precautions to protect the cell phone from loss or theft by storing it in a secure location.

While corporate-issued cell phones are intended for ECS-related business use, ECS recognizes that occasional personal use may occur. ECS employees should make every effort to keep personal use of company cell phones to a minimum. Because such employer-provided cell phones are considered to be a working condition fringe benefit, the ECS employees' use of the cell phone for personal reasons may be treated as excludable from the employees' income as a de minimis fringe benefit. That is, the value of personal use of an ECS-owned cell phone will not be taxable income to the employee.

Cell Phone Use

Employees of ECS are prohibited from using a corporate-owned cell phone or similar device, hands-on or hands-free, while driving, whether the business conducted is personal or ECS-related. This prohibition includes receiving or placing calls, text messaging, accessing the Internet, receiving or responding to email, checking for or listening to voice messages, or any other uses.

Similarly, employees of ECS are prohibited from using their personal cell phone or similar device for any purpose, hands-on or hands-free, while driving either a company vehicle or a personal vehicle while on company business.

Cell Phone Plans

The ECS IT Department will negotiate a master cell phone contract with a single contractor. All corporate-owned cell phones are to be acquired through the preapproved contractor. Exceptions to this policy may be made due to cell phone area coverage. Any exceptions must be approved by the employee's supervisor.

Cell phone plan terms will initially be set based on the employee's anticipated needs and the negotiated price per line/plan with the single contractor. For instance, currently ECS has unlimited plan for all lines that result in the lowest price overall even though a particular employee may use very few minutes.

ECS will monitor usage and recommend adjustments to terms as needed to ensure that the ECS overall is on the most efficient plan based on the needs of ECS overall depending on the negotiated companywide plan. Initial cell phone plan terms and any subsequent changes in terms will be approved in advance by the Department Director.

Upon receiving the cell phone, the employee is required to sign a statement of receipt and acceptance of responsibility for corporate cell phones.

Cell phone holders shall report the loss or theft of a corporate cell phone immediately by notifying their supervisor and the Manager of IT.

Revocation of Corporate Cell Phones

Failure to comply with any of these policies associated with the use of ECS's corporate cell phones shall be subject to possible revocation of corporate cell phone privileges.

CASH DISBURSEMENTS (CHECK-WRITING) POLICIES

Note: ECS' purchasing and check-writing policies and procedures demonstrate sound internal controls designed to prevent or detect disbursements frauds attempted by outside parties or employees. Segregation of duties is a key element of fraud prevention and detection. In that regard, as much as possible, the following characteristics should be demonstrated through the ECS's policies:

- 1. Authorization of purchases performed by individuals who do not have check-writing and recording abilities.***
- 2. Receipt of supplies and other assets ordered from contractors by someone other than the individual who has final approval to pay the contractor.***
- 3. Check signing by individuals who do not have the ability to record disbursements in the journal or general ledger.***
- 4. Bank reconciliations performed by individuals who do not prepare, sign, or record purchases or disbursements.***

Disbursement Control Systems

ECS's policies and procedures will comply with the following federal/state laws, regulations, statutes and rules.

- 60A-1.016 F.A.C., Contract and Purchase Order Requirements.
- DFS Reference Guide for Sate Expenditures
- DFS State Travel Manual
- CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 06 (2016-17), *Guidance for Travel restrictions imposed by Ch. 2016-62, FL Law*

- CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 02 (2014-15), *State of Florida Purchasing Card Program Convenience Fees/Surcharges*
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR 200.302, *Financial management systems*
 - 2 CFR 200.302(7), *Financial management systems* – allowability of costs
 - 2 CFR 200.303, Internal controls
 - 2 CFR 200, Subpart E – Cost Principles
- OEL Program Guidance files
 - Program Guidance 440.10 – Office of Early Learning Match Reporting Guidance
 - Program Guidance 240.01 – Cash Management Procedures
 - Program Guidance 240.04 – School Readiness Funds Management
 - Program Guidance 240.05 – Guidance on Prior Approval Procedures
 - Program Guidance 240.06 – Reimbursement Request Requirements for ELCs
 - Program Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance

Check Preparation

ECS prints contractor checks and expense reimbursement checks on a [weekly] basis. Checks shall be prepared by persons independent of those who initiate or approve expenditures, as well as those who are authorized check signers.

All contractor and expense reimbursement checks shall be produced in accordance with the following guidelines:

1. Expenditures must be supported in conformity with purchasing, accounts payable, and travel and business entertainment policies described in this manual.
2. Timing of disbursements should generally be to take advantage of all early-payment discounts.
3. Generally, all contractors shall be paid within 30 days of submitting a proper invoice upon delivery of the requested goods or services.
4. Total cash requirements associated with each check run are monitored in conjunction with available cash balance in bank prior to the release of any checks.
5. All supporting documentation is attached to the corresponding check prior to forwarding the entire package to an authorized check signer.
6. Checks shall be utilized in numerical order and unused checks are stored in a locked safe in the accounting department.
7. Checks shall never be made payable to “bearer” or “cash.”
8. Checks shall never be signed prior to being prepared.
9. Upon the preparation of a check, contractor invoices and other supporting documentation shall immediately be canceled in order to prevent subsequent reuse.

Check Signing

Two electronic signatures are required for fund disbursements between \$0.00 and \$5,000.00. An authorized bank signer will review and approve a funds disbursement report prior to disbursing funds as documentation of the approval and support for internal control. For checks greater than \$5,000.00, one electronic signature and one live signature are required. An authorized bank signer will review and approve a funds disbursement report prior to disbursing funds as documentation of the approval and support for internal control. All check signatories must be approved by the CEO. No checks shall be signed prior to the check being completed in its entirety (no signing of blank checks).

Checks shall be signed by an individual other than the one who approved the transaction for payment.

Check signers should examine all original supporting documentation to ensure that each item has been properly reviewed prior to signing a check. Checks should not be signed if supporting documentation appears to be missing or there are any questions about a disbursement.

Equipment used to sign checks (plates, stamps, CD, etc.) will be kept in a locked drawer (safe). Access to the equipment shall be restricted to the CEO and his or her designee. An authorized check signer will review check run and supporting documentation, and initial approval.

The use of electronic funds transfer (EFT) to pay contractors is becoming more common and saves ECS both human and financial resources. To ensure effective internal controls, an authorized check signer will review the listing of checks paid by EFT, and sign and date the report.

Mailing of Checks

After signature, checks are returned to the Accounts Payable Clerk. The clerk then mails checks immediately. Checks shall not be mailed by or returned to the individuals or departments that authorized the expenditures.

Voided Checks and Stop Payments

Checks may be voided due to processing errors by making proper notations in the check register and defacing the check by clearly marking it as "VOID." All voided checks shall be retained to aid in preparation of bank reconciliations.

Stop payment orders may be made for checks lost in the mail or other valid reasons. Stop payments are processed by telephone instruction and written authorization to the bank by accounting personnel with this authority. A journal entry is made to record the stop payment and any related bank fees.

Recordkeeping Associated with Independent Contractors

ECS shall obtain a completed Form W-9 or equivalent substitute documentation from all contractors to whom payments are made (see "Accounts Payable Management" policies). A record shall be maintained of all contractors to whom a Form 1099 is required to be issued at year-end. Payments to such contractors shall be accumulated over the course of a calendar year.

Control Grid – Purchasing and Disbursements

ECS strives to maintain adequate segregation of duties in its purchasing and disbursements functions. The following table illustrates how responsibilities have been assigned. In this table personnel are identified as follows:

- A. Department Directors/Senior Management Team Member
- B. Department Managers/Authorized Staff Member
- C. Director of Finance/CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE
- D. Senior Accountant/Controller
- E. Accounts Payable

Control Grid - Purchasing and Disbursements								
	CEO- A							
	CFO-B							
	VP's/Department Directors/Managers-C							
	Director Finance-D							
	Budget Director-E							
	Disbursements Manager-F							
	Admin/Accounting Clerk-G							
	Procurement Manager/Director-H							
Duty	A	B	C	D	E	F	G	H
Inputs data into vendor master file		x			x			x
Obtains Form W-9 from new contractors			x					x
Initiates purchases	x	x	x			x		x
Authorizes purchases	x	x	x					
Prepares purchase order/requisition			x				x	x
Prepares request for proposal								x
Administers collection of proposals								x
Evaluates proposals	x	x	x					x
Selects contractor			x					
Receives contractor invoice						x	x	
Approves contractor invoice			x					
Assigns general ledger coding			x					
Inputs invoice into A/P system						x	x	
Selects A/P to be paid						x	x	
Runs A/P checks						x	x	
Reviews checks	x	x	x					
Signs checks	x	x	x					
Mails checks							x	
Maintains custody of unused checks				x		x		
Reconciles A/P to general ledger							x	
Performs bank reconciliation							x	
Reviews bank reconciliations		x		x				

CREDIT CARDS/PURCHASING CARDS/Vouchers

Issuance of Corporate Credit Cards or Purchasing Cards

ECS recognizes that there will be occasions when employees need to use a corporate credit card for travel and online purchases. Only members of the Senior Management team will be issued credit cards. Periodically and with changes in the Senior Management team, the Chief Financial Officer/Director Of Finance will review the list of all cardholders and make changes as needed. Each cardholder is responsible for the charges to his or her card. Prior to a cardholder receiving a credit card, the Chief Financial Officer/Director Of Finance will ensure that they receive and the cardholder will sign a copy of the following

Users of ECS credit cards will observe the following:

- The card shall be used exclusively for legitimate ECS-related business purposes.
- The cardholder will avoid splitting purchase or service costs over multiple transactions to circumvent the single transaction limit.
- The cardholder agrees to take reasonable precautions to protect the card from loss or theft by storing it in a secure location and understands the actions to take in case of theft or loss.
- The cardholder will follow all required procurement policies and procedures.
- The cardholder understands and agrees to disciplinary procedures for misuse of the card.
- Cardholders may not make card purchases in excess of the level of their approval unless supervisor approval has been obtained and documented by a purchase order.

Sales Tax

Card users should remind contractors at the time of purchase that according to the tax laws in Florida, ECS is exempt from sales tax. Cardholders should keep a copy of ECS's sales tax exemption form with them to present to the vendor at the time of purchase. If a cardholder is charged sales tax for a card purchase that should be tax exempt, the cardholder should contact the contractor directly to request a credit for the amount of the sales tax.

Card User Responsibilities

Card users will turn in receipts with appropriate account coding to Accounts Payable when they use their credit card. A purchase order is still required when using a credit card. All purchasing policies that apply to purchases using other forms of payment must still be used when paying with a credit card. If the Fiscal Department is missing a receipt when the monthly statement is reconciled, Account Payables will confer with the Department Head to determine who used the card to get the receipt.

Any fraudulent or other unauthorized charges shall be immediately pointed out to the Disbursements Manager for further investigation with the card provider.

ECS will document in personnel files any instances of card misuse by staff and issue notice of personnel actions taken/required (if applicable).

Personal use of corporate credit cards is strictly prohibited. Any personal use will subject the employee to the ECS's disciplinary actions discussed earlier in the Personnel Manual.

Cardholders shall report the loss or theft of a corporate credit card immediately by notifying the credit card company 24 hours a day, seven days a week as well as the Disbursements Manager.

The CEO or Director of Finance will review credit card statements and reconciliations monthly. Any questionable charges will be investigated and resolved.

Credit card purchases including those made by the management team will be reviewed and accepted by the Board of Directors and the policy council based on a knowledge of the internal controls put in place by ECS staff through a review of credit card statements. Purchases charged to state contracts will be approved by the finance committee.

Additional requirements for credit cards [DFS CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 02 (2014-15)] and (2CFR Part 200.302)

- A. State statute prohibits sellers and lessors from charging convenience fees and surcharges for the use of credit cards.
- B. Such costs are unallowable and should not be submitted for reimbursement.
- C. Florida law also provides that any person who violates this provision is guilty of a second-degree misdemeanor.
- D. If this activity occurs additional contractor notifications may be required.
- E. Minimum required credit card policy disclosures/processes
 - a. Management has a process to issue purchase/credit cards and to periodically review list of users to ensure the cards are issued to appropriate staff members.
 - b. Management has a process to ensure card users receive notice of usage guidelines. Includes safeguarding of issued cards, card holder duties, tips to avoid identity theft, and prohibited purchases/activities.
 - c. Purchasing cards are not used to circumvent compliance with normal requisitioning transactions.
 - d. Staff prepares reconciliations and maintains adequate supporting records for disbursements and employee reimbursements made by credit card.
 - e. Management periodically reviews purchase activities and employee reimbursements made by credit cards to ensure these purchases are allowable and are not being split to stay below established spending thresholds.
 - f. An independent review and approval process is in place (potentially including a governing board member/audit committee) for purchases made by members of the management team.
 - g. Management has a process to document instances of card misuse by staff and issue notice of personnel actions taken/required (if applicable).
- F. Minimum recommended credit card policy elements/staff instructions.
 - a. Entity processes to safeguard purchase card/credit cards when not in use.
 - b. Prohibited transactions are identified for staff.
 - c. Authorized spending levels/delegation of authority.
 - d. Due dates for supporting documentation.
 - e. Supporting documentation requirements [source: *DFS Reference Guide for State Expenditures*]

Vouchers

ECS uses a purchase order system and does not use a voucher system.

Appendix Documents - 1

ECS Contractual Requirements: General

1. During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. In compliance with Code of Federal Regulations, 29CFR1910.1200 if this purchase order involves the shipping of any item designates as a toxic substance such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is designated as any chemical substance or mixture in gaseous, liquid, or solid state, which can cause harm to the human body.

3. The contractor certifies the Company's Directors and/or Principal Officers are not employed and/or affiliated with Episcopal Children's Services, unless a current Report of Specified interest form has been approved.

4. Equal Employment Opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) Executive Order 11246 of September 24, 1965, and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

5. Rights to Inventions Made Under a Contract or Agreement – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and ECS in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

8. Debarment and Suspension (E.O.s 12549 and 12689) – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds \$2000, the Vendor shall provide ECS with the required certification regarding its exclusion status and that of its principal employees.

9. Records Access (Contracts in excess of \$2,000). ECS, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and

records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) – (Applies to purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

11. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (ARRA Section 1606). Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.

12. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13. Recovered Materials (2 CFR 200.317): Contractors, where applicable, will comply with section 6002 of the Solid Waste Disposal Act.

14. American Made: Contractors shall to the greatest extent practicable, provide ECS with American made equipment.

15. Trafficking Victims Protection Act of 2000: Contractors supplying goods and services to ECS will fully comply with the Trafficking Victims Protection Act of 2000.

Procurement Appendix Document 2

Episcopal Children's Services: Payment and PO Terms and Conditions

Episcopal Children's Services: PO/Contract Terms and Conditions

Last Update: 4/9/2020

1. Acceptance. Contractor's acceptance of this contract shall constitute Contractor's agreement to the terms and conditions set forth within the entirety of this contract. Notwithstanding the Episcopal Children's Services (stated as ECS throughout the remainder of this document) act of accepting and paying for any goods, no other terms contained in any bid, estimate, acknowledgment, confirmation or invoice given by Contractor shall in any way modify or supersede any of the terms of this contract or otherwise be binding on ECS unless accepted by a written instrument signed by an authorized representative of ECS.

2. Stipulations. The Contractor agrees to provide commodities or contractual services ECS within the manner and at the location specified in the contract and any attachments to the contract. Additionally, the terms of the contract supersede the terms of all prior agreements with respect to this purchase. Unless otherwise specified, the contract begins on the date of issuance.

Contractual services or commodities to be provided by the Contractor shall be completed on or before the date specified by ECS and ECS shall always be entitled, upon request, to be advised as to the status of work being done by the Contractor.

3. Performance. If ECS determines that the performance of the Contractor is unsatisfactory, ECS will notify the Contractor of the deficiency to be corrected. The Contractor shall provide ECS with a corrective action plan describing how the Contractor will address all issues of contract non-compliance. A correction(s) will be made within a time-frame specified by ECS. Ultimately, if the Contractor fails to meet and comply with the deliverables established in this contract, ECS will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received. ECS, at its sole discretion, may offer the Contractor an extension for any listed task, timeline or deliverable during which the indicated financial consequences shall not apply. Any payment made in reliance on the Contractor's evidence of performance, which is subsequently determined to be erroneous, will be immediately due to the ECS as an overpayment.

4. Purchase Order. ECS requires that a contractor have a purchase order, or a purchase order number issued by a representative of the ECS team before shipping any merchandise. The purchase order number must be shown on all invoices.

5. Payment Terms. Invoices on properly accepted goods or services will generally be paid within 30 days of receipt of the invoice or of the goods/services, whichever happens last. "Properly accepted" means receipt, inspection, and approval of the goods or services. In the case of a bona fide dispute, payment will be authorized only for the amount not disputed. Payment for goods delivered does not constitute acceptance those goods. ECS reserves the right to inspect and test such goods and to reject, and return to Contractor, at Contractor's expense, goods (a) delivered in excess of the quantity defined on the contract, (b) which do not conform to specifications, (c) which in any way violate any federal, state or local law, or (d) which are in any way defective. Defective or rejected goods shall not be replaced except upon the receipt by the contractor of written instructions from ECS. If ECS receives goods with a defect or nonconformity which are not apparent upon examination, ECS reserves the right to require replacement, as well as payment of damages upon discovery of the defect or non-conformity. Nothing contained in the contract shall relieve in any way the Contractor from the obligation of testing, inspection and quality control. The Contractor shall submit the final invoice for payment to ECS no more than 45 days after the contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by ECS, all rights to payment are forfeited and ECS will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by ECS. ECS shall not be obligated to pay for costs incurred related to the contract prior to its effective date or after the ending date specified. Records of costs incurred under terms of the contract shall be maintained and made available to ECS upon request during the period of the contract, and for a period of five years

thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by ECS for audit. The Contractor shall return to ECS any overpayments disbursed to the Contractor or by ECS due to unearned funds or funds disallowed pursuant to the terms of the contract. In the event the Contractor, ECS or an independent auditor discover an overpayment was received, the Contractor shall repay said overpayment within forty calendar days or be subject to interest charges on the unpaid balance.

6. Invoice Receipt Date. For the purposes of determining the receipt of invoice date, ECS is deemed to receive an invoice on the date on which a correct and accurate invoice is first received at 8443 Baymeadows Road, Ste 1, Jacksonville, FL 32256. Invoices received from contractors that have failed to supply ECS with a complete and accurate W-9 or other form that provides all necessary data to determine 1099 status, will be deemed insufficient for payment until such information is received.

7. Indemnification. To the extent permitted by Florida and Federal law, the Contractor agrees to indemnify, defend, and hold ECS, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the contract.

8. Payment of Contractor's Suppliers. In connection with this contract, the Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate.

9. Insurance. All contractor insurance policies shall be with insurers qualified and doing business in Florida. The contractor shall furnish ECS with proof of insurance coverage upon request. During the life of the contract, the Contractor shall obtain and keep in force, Errors and Omissions Insurance. Errors and Omission Insurance coverage shall not limit any liabilities or any other obligations that the Contractor has under the contract. The Contractor shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the Contract and any subsequent renewals and extensions. By execution of the contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and ECS as served under the contract. During the contract term, the Contractor, at its sole expense, shall provide workers' compensation insurance to all employees engaged in work related to the contract and in accordance with all federal and state statutes. Minimum employer's liability limits shall be \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate.

10. Bonding. Unless otherwise prohibited by law, ECS may require the Contractor to furnish, without additional cost to ECS, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder.

11. Jurisdiction. The laws of the State of Florida shall govern the contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action or dispute related to the contract. Further, the Contractor hereby waives all privileges and rights relating to the venue it may have under any other statute, rule or case law, including, but not limited to those based on convenience. The Contractor hereby submits to the venue in the county chosen by the ECS. If there is any conflict in the provisions set forth in applicable federal and state laws, the conflict will be resolved in the following priority (highest to lowest).

1) Federal law and regulations, 2) Florida laws and rules, 3) Special conditions/additional requirements, 4)

contract Scope of work.

12. Lobbying. No funds from the contract may be used for lobbying the state Legislature, the judicial branch or any state Agency. Acceptance of these contract terms indicates the Contractor is aware of and currently complies with the described lobbying activity restrictions. The Contractor shall require all subcontracts to include this certification language, which is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction.

13. Debarment and Suspension. If this contract relies on federal funds, the Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the contract's scoped transaction. The Contractor represents and warrants that neither it nor any other entity affiliated with the Contractor is listed on the GSA's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." If the contract amount exceeds \$2000, the Contractor shall provide ECS with the required certification regarding its exclusion status and that of its principal employees. Further, in accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Contractor List or the Discriminatory Contractor List may not perform work as a contractor, supplier, subcontractor, or consultant under the contract with any Agency.

14. Facilitation Payments. The Contractor shall not, in connection with this or any other agreement with ECS, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any ECS employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any ECS officer or employee

15. Inventions. If a discovery or invention arises or is developed in connection with the use of federal/state funds, ECS will refer it to OEL and the Florida 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 in connection with the performance of the contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to ECS.

16. Termination. Through a written notice to the contractor and per federal government publication 2 CFR Ch. II, Appendix II to Part 200, ECS may terminate for convenience any contract/agreement/purchase with a value equal to, or greater than \$10,000. The Contractor shall not furnish any services after it receives notice of the termination, except as necessary to complete the continued portion, if any, of the contract. The Contractor shall not be entitled to recover any cancellation charges or lost profit. After receipt of a notice of termination, and except as otherwise specified by the ECS, the Contractor shall: a) Stop work under the contract on the date of and to the extent specified in the notice; b) Complete performance of the work not terminated by ECS; c) Take such action as may be necessary, or as ECS may specify, to protect and preserve any property related to the contract which is in the possession of the Contractor and in which ECS has or may acquire an interest; d) Transfer, assign, and make available to ECS all property and materials belonging to ECS, upon the effective date of termination of the contract. 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 Public Records sections of these terms and conditions.

Applying to purchases over \$10,000 and pursuant to 2 CFR Part 200 Appendix II, item (B), in the event of termination of the Contract by ECS for cause or breach of listed terms and conditions, the Contractor shall be liable for the ECS's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor.

17. Sub-contracting. The Contractor shall not subcontract any work under the contract without the prior written consent of ECS. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the contract without the prior written consent of ECS. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless ECS expressly waives such secondary liability. ECS may assign the contract with prior written notice to the Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of ECS. ECS shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in its subcontracts under this contract.

18. Modifications. This contract may only be modified by a change purchase order agreed to by both ECS and the Contractor. Should a court determine any provision of the contract is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid.

19. On-time delivery. Time is of the essence of this contract, and if delivery of goods is not completed by the time promised, ECS reserves the right, without liability and in addition to other rights and remedies, to terminate this contract by notice effective when received by Contractor as to goods not yet shipped. If ECS terminates the contract for this reason, ECS reserves the option to purchase substitute items from an alternate supplier.

20. Shipping. The following shipping provisions shall apply to all POs unless otherwise indicated in the contract documents. All purchases are F.O.B. destination, transportation charges prepaid. Each shipment must be shipped to the address indicated on the face of the contract and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the contract number. A complete packing list must accompany each shipment. This shall also apply to any third party who ships items on behalf of a Contractor. No extra charges shall be applied for boxing, crating, packing, or insurance. The following delivery schedule shall apply: 9:00 AM – 4:00 PM eastern time, Monday through Friday, excluding legal holidays. ECS assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

21. Minority Businesses. ECS is an equal opportunity institution and encourages the use of Certified Minority Businesses (CMBE) and Small Businesses / Small Disadvantaged Businesses in the provision of all goods and services. CMBEs will have a fair and equal opportunity to compete for dollars spent by ECS. CMBE-related information shall be sent to the ECS Procurement

Manager, 8443 Baymeadows Rd., Jacksonville, FL 32256.

22. Toxic Substances. If this contract involves the shipping of any item designated as a toxic substance, such shipment must be accompanied by a Material Safety Data Sheet (MSDS).

23. Conflict of Interest. The contractor certifies the Company's Directors and/or Principal Officers are not employed and/or affiliated with ECS, unless a current *Report of Specified Interest Form* has been approved.

24. Specifications. All goods and services must conform to specifications furnished by Contractor and approved by ECS or furnished by ECS. Contractor warrants that all goods have been tested for their safety and will be of merchantable quality and in compliance with federal, state and local health/safety laws, rules and regulations applicable to such goods. Contractor warrants that all goods will be of good material and workmanship and free from defect.

25. Pricing. This contract will not be filled at prices higher than specified on this document. Contractor agrees that any price decrease in effect at time of shipment will apply to this contract. Contractor warrants that the prices for the goods sold to ECS hereunder are not less favorable than those extended to any other customer for the same or similar goods during the term of this contract. If the Contractor reduces its prices for such goods during the term of this contract, the contractor agrees to reduce the prices hereof correspondingly. Contractor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without ECS's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Any cash discount periods will be calculated from receipt of invoice or receipt of acceptable goods, whichever occurs later, and not from the date of invoice. On invoices returned for correction, the cash discount period will be calculated from receipt of the corrected invoice.

26. Changes. ECS shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this contract, an equitable adjustment shall be made, and this contract shall be modified in writing accordingly. Contractor agrees to accept any such changes subject to this paragraph.

27. Force Majeure. Neither party shall be liable to the other for the consequences of any force majeure providing. However, if Contractor at any time becomes unable duly and timely to perform this contract for a period of 10 days or more, ECS shall be entitled to terminate this contract for cause.

28. Entire Agreement. This contract, and any documents referred to on the face hereof, constitute the entire agreement of the parties.

29. Background Checks. ECS may require the Contractor and its employees, agents, representative and subcontractors to provide fingerprints and be subject to such background checks as directed by ECS. The cost of the background check(s) shall be borne by the Contractor. ECS may require the Contractor to exclude selected Contractor's employees, agents, representatives or subcontractors based on the background check results.

30. Data Breach. The Contractor shall immediately notify ECS's Procurement Manager in writing of any Security Incident, Breach or Breach of Security in which personal and/or confidential information of ECS and/or its employees has been obtained by unauthorized sources. Contractor's notification shall be made in writing to ECS within 24 hours of the Contractor learning of the security incident or breach. Contractor's notification shall identify: a) the nature of the unauthorized use or disclosure; b) the confidential information used or disclosed;

c) who made the unauthorized use or received the unauthorized disclosure; d) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; e) and what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a full written report, as reasonably requested by ECS. If ECS, at its sole discretion, determines that the Contractor has failed to comply with any confidentiality provision of this contract, or determines that prompt and satisfactory corrective action has not occurred, ECS has the unilateral right to suspend the contract until it is satisfied that corrective action has been taken or ECS may terminate the contract. If the contract is terminated, Contractor must immediately surrender to the ECS 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 ECS 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 the contract.

31. Confidentiality. The Contractor understands and agrees to safeguard the confidentiality of the information which is the subject of this contract. All information included in the contract is deemed by ACH to be confidential, without exclusion. If unauthorized disclosure of the information occurs, or the confidentiality of the information are compromised in any way, the Contractor may be subject to both criminal and civil penalties. The Contractor shall not disclose public records that are exempt or confidential/exempt from public records disclosure requirements except as authorized by federal and state laws. The Contractor, its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under the contract shall not store, or allow to be stored, any confidential information on any portable storage media or peripheral device with the capacity to hold information without encryption software installed. Failure to strictly comply with this provision shall constitute a breach of the contract. Upon termination of the contract for any reason, Contractor agrees to either return to the ECS or, if return is not feasible, to destroy all confidential information in whatever form or medium the Contractor received from or created on behalf of ECS to include without limitation all backup tapes. This provision shall also apply to all confidential information in the possession of subcontractors or agents of the Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of confidential information. Contractor shall complete such return or destruction as promptly as possible, but not more than forty-five calendar days after the effective date of the conclusion of the contract. Within the forty-five days, Contractor shall certify on oath in writing to the ECS that such return or destruction has been completed. If Contractor believes that the return or destruction of

confidential information is not feasible, Contractor shall provide in writing within forty-five (45) days, the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction is not feasible, Contractor shall continue the protections provided for in this contract as long as Contractor maintains the confidential information.

32. Document Review. The Contractor and any subcontractor used to provide the scoped goods/services will comply with their duty to cooperate in good faith with any reasonable requests from ECS or State officials to discuss, review, inspect or audit Contractor performance and compliance under this contract. Upon request, the Contractor shall grant access to all records pertaining to the contract to ECS, OEL, OEL's Inspector General, OEL's General Counsel, the Office of Program Policy and Government Accountability, and Florida's Chief Financial Officer. The Contractor shall provide any type of information deemed relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the contract. The Contractor shall retain such records for five (5) years after the expiration date of the contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and which result in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. The vendor acknowledges that expenditures by ECS in payment of dues or membership contributions as they pertain to the public agency from which or on whose behalf the payments are made, shall be public records pursuant to s. 119.01(3) F.S. If public funds are expended by ECS in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of that person, corporation, foundation, trust, association, group, or other organization which pertain to the public agency are public records and subject to the provisions of s. [119.07](#).

33. Taxes. Contractor is aware of and currently complies with requirements for full and timely payment of any federal taxes.

34. Child Abuse. Any employee of the Contractor shall immediately report any knowledge or suspicion that a child is abused, abandoned, or neglected by any person responsible for that child's welfare. Contact the Florida Abuse Hotline (1-800-96ABUSE).

35. Security. The Contractor must employ adequate security measures to protect ECS's information, applications, data, resources, and services.

36. Fraud. The Contractor shall report to ECS's Procurement Manager within twenty-four chronological hours, all suspected or Known instances of Contractor's operational fraud or criminal activities relating to the contract.

37. U.S. Based Work Product. The Contractor and its subcontractors and agents are prohibited from performing any of the contract services outside the United States, or sending, transmitting or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this contract outside of the United States unless approved by ECS in writing. The Parties agree that a violation of this provision will: a) Entitle ECS to immediately terminate the contract for cause upon email notice to the Contractor; b) Result in immediate and irreparable harm to ECS, entitling ECS to immediate injunctive relief. Entitle ECS to recover damages for the breach. These damages will include all reasonable costs incurred by the ECS for investigations, forensic investigations, data recoveries, notifications and remediation.

38. Contractor Legal Issues. The Contractor shall notify ECS of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this contract that may affect the Contractor's ability to deliver the contractual goods/services, or adversely impact ECS.

39. Recycle. The Contractor is required (to the maximum extent possible) to procure products or materials with recycled content when the FL Department of Management Services determines such products/materials are available.

40. Media. ECS does not endorse any Contractor, commodity or service. The Contractor shall not provide any information to any media representative or any other external party regarding the contract or any services delivered under the contract without prior written approval from the ECS. The Contractor shall also notify ECS of any inquiries received from any media outlet or representative. The notice shall be made to the ECS Procurement Manager within 1 hour by phone (904-674-6248) and in writing within 24 hours (8443 Baymeadows Rd, Ste 1, Jacksonville, FL 32256). The Contractor shall not use ECS's logo without the written approval of ECS. A sponsorship statement is required when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money. The Contractor is prohibited from using contract information, sales values, sales volumes, the names of ECS's stakeholders or customers within sales brochures or other promotions, including press releases, unless prior written approval is obtained from the ECS.

41. Legal Revisions. The Parties agree to negotiate changes to the contract if Federal or State revisions of any applicable laws or regulations make changes in the contract necessary.

42. Subpoena. The Contractor shall notify ECS if any data related to the contract is subpoenaed or used, copied or removed from the Contractor's possession by any individual not authorized by ECS to use, copy or remove such data. The Contractor shall provide notice to ECS verbally within twenty-four chronological hours and in writing within seventy-two chronological hours. The Contractor shall cooperate with ECS in taking all steps which ECS deems advisable to prevent misuse, regain possession of, and/or otherwise protect ECS's and the data subject's privacy.

43. Travel. Travel expenses are reimbursed only if expressly authorized by the terms of the contract. Only travel performed in connection with approved contract activities are eligible for reimbursement. ECS requires travel reimbursements be submitted within thirty calendar days of the travel event.

44. Unauthorized Aliens. The Contractor agrees that unauthorized aliens shall not be employed by the contractor. ECS shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of the contract by ECS.

45. Delays. The delay or failure by the ECS to exercise or enforce any of its rights under the contract shall not constitute waiver of such rights.

46. Whistleblower. The Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule Or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The Contractor and any subcontractor(s) shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office of Early Learning's Inspector General, the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

47. Additional Regulation. Where applicable to this contract, all Contractors will abide by, and be in compliance with, the following federal and/or state statutes and regulations:

- A. Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- B. Federal Food Drug and Cosmetic Act including the Food Additives Amendment of 1958.
- C. Federal Insecticide, Fungicide, and Rodenticide Act.
- D. Electronic and Information Technology Accessibility standards provided in Rule 60-8.002, F.A.C.; 282.603, F.S.; and 2 CFR 200.335, *Methods for collection, transmission and storage of information*.
- E. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995.
- F. Certification of Minority Business Enterprises, Florida Statute 287.0943
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- H. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- I. Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- J. Davis-Bacon Act (40 U.S.C. 276a, et. seq.), as supplemented by USDOL regulations (29 CFR Part 5)
- K. Drug-Free Workplace compliant with 41 USC 81.
- L. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. 41 CFR Part 60.
- M. In accordance with Executive contract 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system.
- N. "Buy American Act" (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriations Act of 1995, section 507).
- O. Title XX of Public Law 103-227, the Pro-Kids Act of 1994 (as amended by the Pro Children Act of 2001, 42 U.S.C. 60.
- P. Florida Statute 287.135: Prohibition Against Contracting with Scrutinized Companies.



SRAD01 Information Technology Policy

SUMMARY

This manual includes practices, policies and procedures approved by Episcopal Children's Services. Standards, policies and procedures contained in this document supersede any and all previous ECS IT Policies and Procedures Manual versions. Policies, rules, and procedures contained herein should be followed in a manner consistent with federal and State of Florida statutes and regulations. This policy implements Office's Information Systems Security Program, establishing responsibilities and operating policies ensuring an adequate level of information security for all information collected, created, processed, transmitted, stored or disseminated on Office information systems. All Office employees, contract employees, vendors and others who do official business with Office are expected to comply with the provisions of this policy.

REFERENCES:

- A. Chapter 501.171, Florida Statutes; Communications and Data Processing.
- B. Chapter 501.171 Florida Statutes; "Security of Confidential Personal Information"
- C. Section 815, Florida Statutes
- D. Rule 71A-1, Florida Administrative Code
- E. OEL Program Guidance 101.02, Records Confidentiality
- F. OEL Program Guidance 300.01 OEL IT Policy Manual
- G. 2 CFR 200.335, *Methods for collection, transmission and storage of information*
- H. NIST 800-111, *Guide to Storage Encryption Technologies for End User Devices*

Definitions:

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

Breach of Security - unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the ELC does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the contract or subject to further unauthorized use.

Confidential: As used in this guidance, the term “confidential” refers to entire record systems, specific records or individually identifiable data that by law are not subject to public disclosure under Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes (F.S.) When applicable, confidentiality covers all documents, papers, computer files, letters and all other notations of records or data that are designed by law as confidential. Further, the term confidential also covers the verbal conveyance of data or information that is confidential.

These confidential records may include but not be limited to, social security numbers, parent and child information, payments, childcare providers, household demographics and resource and referrals, which are private and confidential and may not be disclosed to others.

Personally Identifiable Information (PII): PII means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, Web sites, and university listings. This type of information is considered Public PII and includes for example, first and last name, address, work telephone number, and general educational credentials.

The definition of PII is not anchored to any single category of information of technology. Rather, **it requires a case-by-case assessment** of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual. [2 CFR Part 200.79]

Protected Personally Identifiable Information (Protected PII or PPII): Protected PII means an individual’s first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother’s maiden name, criminal medical and financial record and education transcripts. This definition does not include PII that is required by law to be disclosed.

Security Incident - Any activity that is a threat to the availability, integrity, or confidentiality of the Office’s information resources, or any action that is in violation of this policy or it’s implementing administrative orders. 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.

Access Controls

Access to information resources shall be limited to those that need them to perform their job duties. Any ECS password chosen by staff to be used to access the ECS network must be different from all other passwords that staff may use for any other purpose. Based on OEL Protocol 5.02.III.C.11, Access Control specifically includes the following:

1. Network access has been restricted based on a need to know basis and user logons.
2. A user's ability to access resources above and beyond their job capacity is restricted.
3. Accounts are only maintained for eligible employees.
4. 15 minute inactivity timeouts are implemented.

Password Management

ECS protects access to its information sources by ensuring that all passwords used for authentication are properly assigned & protected. Passwords are changed immediately if property is lost or stolen. Based on OEL Protocols 5.02.III.C.16 and 32, Password Management specifically includes the following:

1. Account passwords are stored in a non-reversible encrypted database with complexity requirements enforced.
2. Passwords used for accessing the ECS network must contain at least eight characters and must contain a combination of letters, numbers, and special characters.
3. Passwords will be reset at least every 60 days.
4. Passwords cannot be reused for at least six (6) changes.

Password Protocols

1. Only authorized passwords are permitted. The use of automatic logon at any workstation is strictly prohibited.
2. Passwords used for accessing the ECS network must contain at least eight characters and must contain a combination of letters, numbers, and special characters.
3. Passwords used for accessing the ECS network will be updated every 60 days.
4. Passwords cannot be changed back to previously used passwords until 6 changes later.
5. Friends, family and coworkers are strictly prohibited from using any computer not designated for their use. Consequences for neglect of the above policy will fall solely on the user of the workstation in question.

6. Passwords shall not be stored in written form (e.g. sticky notes) except if secured in locked area approved by the department director and/or IT management staff.
7. Passwords should not:
 - a. Be a dictionary word in any language
 - b. Contain any proper noun or the name of any person, pet, child, or fictional character.
 - c. Contain any associate serial number, Social Security Number, birth date, telephone number, or any information that could be readily guessed by the creator of the password.
 - d. Contain any simple pattern of letters or numbers, such as "xyz123".
 - e. Share more than three (3) sequential characters in common with a previous password (i.e., do not simply increment the number on the same password, such as fido1, fido2, etc.)
 - f. Be set as a null string or blank password.
 - g. Be too difficult to remember and must be able to be typed quickly.

To ensure client confidentiality, accurate financial records and the integrity of our data, all ECS staff will adhere to the following policy:

Confidentiality / Non-disclosure

CCRR Staff

All CCRR staff will sign and date confidentiality – non-disclosure statement (aka Data Access FPSR-IM-LD03-04 and the Security Agreement Form or other form approved by OEL) at the beginning of their employment or within 7 days of the first day an employee has access to confidential and/or data systems and annually after that. This is also a requirement set forth by the ELC Grant Agreement - Records Confidentiality Compliance.

All other staff

All non-ccrr staff will sign and date an ECS confidentiality – non-disclosure statement at the beginning of their employment or within 7 days of the first day an employee has access to confidential and/or data systems and annually after that when signing the annual employee handbook.

1. No staff shall disclose their username, password or other information needed to access the Systems to any party including supervisors, and I.T Staff, nor shall they give any other individual access to this information.
2. If any staff member should become aware that any other individual, other than an authorized employee, may have obtained or has obtained access to their username, password or other information

need to access the Systems, they shall immediately notify their supervisor and the IT Management team at it.reporting@ecs4kids.org

3. CCRR staff shall not share with anyone any other information regarding access to the Systems unless they are specifically authorized by the Coalition and or Florida's Office of Early Learning. Additionally, all staff shall not disclose access or information regarding company systems without the written approval of ECS.
4. Staff shall not access or request access to any social security numbers or other confidential information unless such access is necessary for the performance of their official duties. Unauthorized attempts may result in disciplinary actions up to and including termination.
5. Staff shall not disclose any individual record data to any parties who are not authorized to receive such data, except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved and only with the consent of a department manager and/or director.
6. Staff shall retain the confidential data only for that period of time necessary to perform their duties. Thereafter, ECS staff shall either arrange for the retention of such information consistent with both the Federal and State record retention requirements or delete or destroy such data.
7. Before a staff person requests personally identifiable information (PII) from a client, they must state that all information provided will remain confidential.
8. Staff shall either been trained in the proper use and handling of confidential data or have received written standards and instructions in the handling of confidential data from ECS, the Coalition and/or the Office of Early Learning before being responsible for the handling of such information. ECS will comply with all the confidential safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of their username and password; b) securing computer equipment, disk, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
9. Violation any of the confidentiality provisions set forth in the written standards, training, and/or instructions, their user privileges will be immediately suspended or terminated. Additionally, applicable state law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject

to a fine and/or period of imprisonment and dismissal from employment. All staff will be instructed that if they violate the provisions of the law, they may receive one or more of these penalties. If any staff suspects a security incident may have occurred, they shall immediately notify their supervisor and/or the System Administrator/Security officer, documenting all relevant information, and must fully cooperate and assist with resolution of the incident as requested.

10. Staff will not use non-secure fax or non-secure e-mail to send to others confidential information, including a parent or child's full name, social security number or address.
11. Staff must encrypt emails or documents, that contain confidential information as outlined in Electronic Transmission Section before sending to others.
12. No confidential data should ever be discussed over a mobile phone because of the ease of intercepting such communications.
13. ECS's IT department will maintain audit trails to provide accountability for all accesses to confidential and exempt information and software.
14. ECS's IT department will maintain audit trails for all changes to automated security or access such as removal of access privileges, computer accounts and authentication tokens.
15. ECS staff are required to return any office information resources including property and data once it is no longer required for the performance of their job duties or upon termination of employment.
16. If staff should have any questions concerning the handling or disclosure of confidential information, they should immediately ask their supervisor and be guided by his/her response.

Levels of Access in EFS Mod (CCRR Staff)

Only staff members who have signed the confidentiality / non-disclosure statements will be given access to EFS Mod or other databases containing confidential information. Levels of access will be limited to those essential for the performance of job duties. Levels of access will be revised or terminated as needed, such as when an employee is terminated or access needs change due to a change in job duties. Only the program administrator will have access to all EFS Mod functions. No other staff person will have the ability to both process provider payments and create or update eligibility files.

Data Integrity – CCRR Staff

1. ECS has developed a quality assurance tool comprehensively assesses the performance level of each Family Services Specialist. Each month files assigned to each Family Service Specialist are monitored and information contained in the file is reviewed.
2. This identifies areas where additional training may be required including use of EFS Mod. The Family Services Coordinator is then responsible for providing one on one training as needed to ensure that families and providers receive quality services.
3. Reimbursement files are monitored on a regular basis with the Director Provider Services reviewing and addressing the findings. Staff trainings are based on these findings.
4. Additionally, topics related to IT security and the proper usage of EFS Mod are often discussed in our monthly staff meetings.
5. For more information on training, please the "Security, Training and Awareness" section of this document.

Data Integrity – All Staff

1. ECS requires staff to take an IT Department assigned quarterly training for topics relevant to IT Security, Data Handling, and Social Engineering. Teaching staff are provided training videos with similar information quarterly within individual center meetings.
2. Each department has identified a staff member to be their system administrator in order to ensure staff have access only to the files and documents relevant to the completion of their duties.
3. ECS information technology management staff attend selective department meetings to cover areas of training, concern, or improvement.
4. For more information on training, please the "Security, Training and Awareness" section of this document.

Reporting Breaches in Security or Security Incidents:

For areas involving CCRR records:

In the event of any Security Incident, Breach or Breach of security involving School Readiness or VPK records, the ELC of North Florida will be informed immediately upon discovery of (includes any events perpetrated by ECS employees, subcontractors, agents or representatives) the breach and the ELC of North Florida will inform OEL's Office of Inspector General of the breach within 24 hours of its discovery. When reporting the following items must be included:

1. The nature of the unauthorized use or disclosure.
2. The confidential information used or disclosed.

3. Who made the unauthorized use or received the unauthorized disclosure.
4. What the ECS has done or shall do to mitigate any harmful impact of the unauthorized use or disclosure.
5. What corrective action ECS has taken or shall take to prevent similar future unauthorized use or disclosure incidents.

Although ECS relies on the ELC to notify OEL of any breach or security incidents, ECS still retains responsibility for compliance with state IT security protocols for School Readiness and/or VPK program records. Consequently, ECS will obtain for its files written documentation of completion of the above-listed tasks by the ELC of North Florida.

Additional related instructions are included in the Florida Information Protection Act of 2014 (FIPA), Section 501.171, F.S.

- Written notice must be sent by third party agents to customers affected by the breach and must be sent to the Florida Department of Legal Affairs (DLA) within 10 days of discovery.
- See FIPA for specific information that must be provided in writing to DLA.
- If the breach is limited to encrypted data, the FIPA Safe Harbor provision applies and notice to customers/program participants is not required.
- Notice to credit reporting agencies is required for any breach affecting more than 1,000 individuals.

Proper disposal method for all customer personal information is described, regardless of the form of the data (paper or digital). Must take reasonable measures to dispose of customer information through "shredding, erasing or otherwise modifying the personal information in the records to make it unreadable or undecipherable by any means." s. 501.171(8). F.S.

For all others:

In the event of a breach of security not involving School Readiness or VPK records, staff shall **immediately** do the following:

1. Notify their supervisor, department director, and IT at it.reporting@ecs4kids.org. The notice should include the following:
 - a. All Information regarding the breach.
 - b. Actions taken prior to and after the breach
 - c. Any other relevant information.
2. Unplug or disconnect their device from the network. If they are unable to unplug from the network, turn all their devices off and do not access any company resources or accounts until the Information Technology department has approved the user.

Communications Use Policy:

This policy addresses all facets of communications. It is intended to protect the property of Episcopal Children's Services, Inc., which includes, but is not limited to, hardware, software, and data/information. Every piece of communication hardware has an intended user(s), and no person should operate any communication tool not intended for his or her use. All forms of communication are the sole property of Episcopal Children's Services, Inc., as work product, and are not to be thought of as private or confidential. Episcopal Children's Services, Inc. reserves the right to monitor all forms of communication for the Agency. For clarification of any portion of this policy, please contact the Network Administrator or Human Resources Department.

Agency Telephones:

Episcopal Children's Services, Inc. telephone lines and voice mail are installed for the purpose of conducting business. To keep the lines as free as possible, restrict personal calls to an absolute minimum. Friends and family should not call the Episcopal Children's Services, Inc. office unless absolutely necessary. Employees may direct dial on personal long-distance telephone calls only if a personal calling credit card is used. No call received by, or made from, an Agency phone is considered private or confidential and Episcopal Children's Services, Inc. reserves the right to monitor all facets of telephone activity including voicemail.

Agency Cellular Phones:

Episcopal Children's Services, Inc. may provide cellular phones to certain employees for the purposes of business use. Calls, texts, and emails made from or received by any employees' phone are not to exceed the necessary time to conduct business. Friends and family of the employee should only call or text the Agency cellular phone in an emergency. If a phone/accessory is lost or stolen, it must be reported immediately to it.reporting@ecs4kids.org whom report it to the provider. The use of any cellular phone by any person other than the intended user is strictly prohibited. It is the responsibility of each user to understand and be informed of the rate plan and monitor minutes used. Cellular bills will be monitored on a regular basis and users will be notified of changes made. Charges incurred through non-work related ECS cellular phone usage may be the responsibility of the employee.

No call, text, email, notification, or any other data received by, or made from, an ECS cellular phone is considered private or confidential and Episcopal Children's Services, Inc. reserves the right to monitor all facets of ECS cellular phone activity including voicemail.

Agency Computer Use:

Episcopal Children's Services, Inc. provides computers to certain employees for business use. No computer activity is considered private or

confidential and Episcopal Children's Services, Inc. reserves the right to monitor all facets of computer activity. Employees should be aware of the following:

- b) Each computer has designated users. Only designated users may sign onto their specific workstation in the Agency. Only the IT department may authorize staff to access other users' devices. Request must be made in a helpdesk ticket with an explanation
- c) Monitors are to be positioned away from public view. If necessary install privacy screen filters or other physical barriers to public viewing.
- d) The deletion of any file, e-mail, folder, or data from the Network is strictly prohibited without the approval of Episcopal Children's Services, Inc. and/or the Network Administrator.
- e) No user shall, under any circumstance, attempt to disassemble or repair any piece of hardware owned by Episcopal Children's Services, Inc. No user shall have someone attempt to fix the device without the approval of the ECS IT department. All suspected hardware issues should be reported immediately by submitting a helpdesk ticket
- f) No user shall, under any circumstance, install, uninstall or download any program(s) to the computer assigned to them. All issues regarding software should be reported immediately to the helpdesk using a ticket.
- g) No user shall, under any circumstance, use any cloud services, web browser extensions, third party services for company data or company use without the written permission of Senior Information Technology staff. Requests for services should be submitted by using the helpdesk system.
- h) Speakers and other audio equipment used during business hours are intended for personal use only. Any music, sound, etc. should be kept at a reasonable level acceptable to surrounding coworkers. Music may be played from CD, or streamed from the internet if using legitimate websites. Music must be work appropriate and not contain any demeaning, vulgar, racist, or violent language. ECS reserves the right to restrict or limit access to music websites at any time.
- o) Episcopal Children's Services reserves the right to assert and retain ownership rights to any works created, developed, or originating from company devices, assets, and/or technology regardless of timing and location unless the use of grant funds gives these rights to the funder.

Agency E-mail:

Episcopal Children's Services, Inc. provides an e-mail system for employees' business use and encourages the use of electronic information as an essential business tool for efficient communication. However, anything written or sent by

an employee may be obtained under subpoena and used in a court of law against the organization, our clients/partners or the employee. Therefore, employees are responsible for the appropriate business use of the e-mail system and, as such, this policy should be read in conjunction with other policies including, but not limited to, those regarding confidentiality, non-solicitation and harassment. Employees should be aware of the following:

- a) The Agency's e-mail system is the sole property of Episcopal Children's Services, Inc. and is provided solely for business use.
- b) Episcopal Children's Services, Inc. has the right to review e-mail messages at its sole discretion. Therefore, e-mail messages are not to be considered private, despite any contrary designation either by the sender or the recipient. Employees should have no expectation of privacy in their e-mail messages.
- c) In order to review or gain access to another staff members emails, the requestor must obtain permission from the CEO and submit a helpdesk ticket after receiving permission from the CEO. All requests will be verified with the CEO prior to processing the request by the IT department.
- d) The use of the e-mail's delete function does not completely destroy the targeted e-mail message and such message may be stored in the system and retrievable at a later date by the Agency.
- e) Employees are not permitted under any circumstance to share network passwords, provide e-mail access to any unauthorized persons, or gain access to another employee's e-mail without authorization.
- f) Harassing, discriminatory, offensive, hostile, suggestive, defamatory or otherwise inappropriate language or content is strictly prohibited.
- g) Employees are specifically warned that attachments to e-mail messages, such as pictures and other graphics files are also subject to this e-mail policy.
- h) All e-mails are subject to screening through anti-virus protection software and users are prohibited from changing the settings of their individual workstations' anti-virus program(s). Spam, chain mail, and junk mail shall be deleted without forwarding.
- i) The inclusion of any graphic, background image, etc. to any e-mail message intended to be aesthetically pleasing is strictly prohibited for bandwidth and storage reasons. Company branding, and design should be adhered to ensure consistent messaging and look.
- j) The community distribution lists titled 'ECS Everyone' and 'Central Staff' – as well as any others added after the creation of this policy – are intended only for business e-mails and only concerning the majority of members contained in said distribution lists. Staff are strongly discouraged from replying all to groups emails unless necessary. Please submit a helpdesk ticket for further details or a list of members.

- k) The forwarding of e-mails is intended as a business information tool. Forwarding unsolicited or personal e-mails is strictly prohibited. Staff are prohibited from forwarding all of their emails to a personal account or creating rules to forward emails to outside systems.
- l) E-mail use is intended only for the user(s) of the machine accessing the network. Consequences for friends, family and co-workers accessing e-mail against the above policy will fall solely on the user of the workstation.
- m) The deletion of any file, e-mail, folder, or data from the Network is strictly prohibited without the approval of Episcopal Children's Services, Inc. and the Network Administrator.

Secure Electronic Transmissions

ECS must safeguard private and confidential data such as names, addresses, social security numbers, and employer numbers. Unencrypted transfer of private and confidential by email or mobile devices is prohibited. It is strongly encouraged to transfer documents via ECS's internal or Office of Early Learning SharePoint site. Secure transfer of documentation with community partners and agencies is mandatory.

Examples of secure transfer of confidential data are limited to the following:

1. Encryption of a file with an encryption program
2. Encryption of electronic mail (Email) utilizing encryption procedures
3. Fax to secure machines in a secure location
4. Agency use of a Security Firewall
5. Use abbreviated name ie: An%Smi% (not full names or social security numbers).

Agency Internet Use:

Episcopal Children's Services, Inc. provides Internet access to certain employees. Only employees provided with Internet access may browse the Internet on Agency computers. Internet communications are subject to the same requirements and restrictions that apply to e-mail messages as set forth in the organizations e-mail policy. Employees using Internet access should be aware of the following:

- a) Episcopal Children's Services, Inc. reserves the right to monitor Internet usage at its sole discretion. Therefore, Internet usage is not to be considered private, despite any contrary designation.
- b) Internet access should be utilized for business purposes only.
- c) Employees may not establish internal or external connections that could allow unauthorized persons to gain access to the Episcopal Children's Services, Inc. computer systems.

- d) No files may be posted to the Internet without proper authorization. The posting of information that does not reflect the standards and policies of the Agency is strictly prohibited. Accessing, downloading, storing or forwarding pornography or other offensive material will subject the user to discipline up to, and including, termination. Confidential or proprietary information may only be posted to the Internet with the approval of Episcopal Children's Services, Inc. and the Network Administrator. The posting of material that is subject to copyright protection may be posted only with permission of the copyright holder.
- e) No files may be downloaded unless specifically approved in advance by Episcopal Children's Services, Inc. and the Network Administrator.
- f) No software may be installed, uninstalled or downloaded from Episcopal Children's Services, Inc. computers without permission from the Network Administrator.
- g) No user shall, under any circumstance, use any cloud services, web browser extensions, third party services for company data or company use without the written permission of Senior Information Technology staff. Requests for services should be submitted by using the helpdesk system.
- h) Websites and Internet services such as Media streaming, file sharing and instant messaging are prohibited to reserve bandwidth space for business use. Videos streaming services may be utilized if strictly business related. File Sharing services may be utilized only if authorized by the IT Director.
- i) Internet use is intended only for the user(s) of the machine accessing the Internet. Consequences for friends, family and co-workers accessing the Internet against the above policy will fall solely on the user of the workstation.
- j) Unacceptable use of the Internet by employees includes, but is not limited to:
 - a. Sending or posting comments about coworkers or supervisors or the employer that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the employer's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristics.
 - b. Passing off personal views as representing those of the organization.

Security Training & Awareness

New hire orientation & the employee handbook will address all security measures appropriate to the job. Additionally, training will continue on an ongoing basis as needed, through staff meetings, memos, and other means

appropriate. Based on OEL Protocol 5.02.III.C.4, training will specifically include the following:

1. Training during Orientation on ECS IT policy
2. Acceptable use of IT resources and procedures:
3. E-mail use
4. Workstation security
5. EFS – ELC/ECS procedures
6. Quarterly IT assigned courses related to it security, social engineering, and data security.

Employee Issue Reporting - Helpdesk

ECS maintains a helpdesk website for staff to report any problems or issues with equipment or company assets. Employees are required to submit tickets as issues arise except in cases of emergencies.

For emergencies staff shall email their supervisor and it.reporting@ecs4kids.org Please exercise discretion when classifying problems as emergencies.

For non-emergencies staff should do the following:

1. Browse to the helpdesk website at <https://helpdesk.ecs4kids.org>
2. Click submit ticket and choose the relevant category
3. Fill out the relevant fields and submit your ticket
4. You will be contacted by the relevant group to resolve your ticket

Monitoring Adequacy of System Hardware, Performance and Capacity Related Issues.

ECS will monitor the adequacy of system hardware, performance and capacity related issues by:

1. Use of ECS Help Desk for all staff to report any hardware, performance and capacity issues to the IT department. The relevant department will respond and resolve any issues reported to them based on the seriousness of the issue. Most issues will be resolved within one week and many will be resolved that same day.
2. Staff are required to report to their supervisor immediately should they note any damage to equipment. The supervisor will immediately report the damage to the IT department via the Help Desk.
3. The Use of an asset monitoring software which monitors networked devices for issues pertaining to limited ram, storage space, software installations, printer issues (i.e low toner, paper jams) and then notifies IT staff of any potential issues for these devices via email.

Physical Safeguards of Confidential Information Resources

ECS complies with the [OEL IT Security Policy 5.05.01.17](#), Physical and Environmental Security. The following are precautions that ECS currently has in place to ensure the physical protection of confidential information resources.

- The network server room is automatically locked at all times unless an IT staff person is physically in the server room. The IT staff is charged with possession of the key fob to the server room.
- Smoke detectors are in the server room and throughout the building.
- The server room's temperature is monitored and should never exceed 72 degrees. Should the temperature exceed this temperature a warning alarm system is in place to notify the IT department.
- ECS possesses a back-up power supply that would be used to keep the servers running in the event of a power failure for a limited time.

Identification & Authentication

Access to information systems shall only be granted to identified & authenticated users. Based on OEL Protocol 5.02.III.C.12, Identification and Authentication specifically includes the following:

1. Individual user accounts are created for staff, temporary workers and any other authorized personal. File and folder access is granted based on the aforementioned OEL Protocols 5.02.III.C.11 and 12. Intruder lockout features are used.
2. Lockout features are set to mitigate brute-force based attacks.

Personnel Security

Access to confidential or classified information is limited to only those persons who have had level II background screenings completed as deemed appropriate. Based on OEL Protocol 5.02.III.C.16, Personnel Security specifically includes the following:

1. All staff before employment will complete a drug test and background investigations.
2. Individual user accounts are created for staff, temporary workers and any other authorized personal.
3. A security agreement is completed for each individual login ID for access to EFS/ELC network.
4. A user's ability to access resources above and beyond their job capacity is restricted.
5. Staff upon employment receive ELC's Employee Handbook
6. An exit employment meeting is conducted with HR management to ensure all equipment is returned before their employment end date.
7. All user accounts are removed or inactivated from ECS network immediately upon ending employment.
8. If an employee is terminated unexpectedly then all equipment is collected and user accounts are removed or inactivated from EFS/ELC network immediately.

9. Staff upon employment and annually complete the Data Access FPSR-IM-LD03-04 and the Security Agreement Form.
10. Staff upon employment receives the Communication Use Policy.

Mobile Computing - Security

Mobile devices including, but not limited to laptops, PDA's, smart phones, tablets and external hard drives/flash drives, shall not contain confidential data unless the device is fully encrypted and password protected to the standards of ECS's password policy. Any mobile data storage must be approved for use by the Network Administrator before storing any confidential data. If a personal phone or other wireless device which is used to access ECS email becomes stolen or lost, the IT Manager shall be notified immediately so that a remote wipe may occur. Based on OEL Protocol 5.02.III.C.22, Mobile Computing specifically includes the following:

1. Mobile computing devices are strictly controlled by the ECS.
2. Such devices are limited in use and are only serving in the capacity of an access agent to the primary network.
3. In the event of the loss or theft of a laptop, no information would be present on the device.
4. In the event of a loss or theft of a user's mobile device, administration will perform a "remote wipe" of the device clearing it of any information and disabling its functionality.
5. ECS requires the installation of Microsoft Company Intune Portal on all devices seeking access to company resources. This app ensures ECS ability to protect and remove company data at any time to any synced device.
6. ECS encryption software is installed on all 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 requirement will cause ECS to be in violation of the contracted services agreement with the ELC of North Florida/OEL.

Mobile Computing - Administration

Inventory sheets will be maintained for all ECS mobile devices that identify the location and person in possession of mobile devices. If a device leaves the organization for repair or maintenance the log the location of the device will be tracked. See Employee Handbook and Communications Use Policy.

Remote Access

Security controls are implemented to mitigate the increased risks posed by allowing remote access to the ECS Network. Security controls include user authentication through secure VPN connection, guarded by a firewall and Windows authentication, as well as user rights limitations for shared files and folders as deemed necessary per user. Anti-spyware and -virus software is used

as protection from Trojans and other software that may attempt to steal information. Access log are reviewed twice a month to look for any brute force attacks on the VPN. The reviews are documented, along with the recording of any suspicious activity and subsequent investigations. Based on OEL Protocol 5.02.III.C25, Remote Access specifically includes the following:

1. Remote access is provided to a limited number of staff. This access is granted via a VPN connection to the Central office. Authentication and access is handled through the domain controller's Active Directory.
2. Access to the ECS internal network is also secured by SonicWALL NSA firewall at the perimeter of the network. This firewall performs multiple network and security functions including a deep packet inspection, IPSec, intrusion prevention and Web content filtering. The firewall is maintained and configured by expert security contractors at Huff Technologies.
3. The network is further protected from spam and viruses by third party filtering by security services enabled on our firewalls and endpoint security software. All suspected e-mail is quarantined and the user is notified of items in their quarantine daily at noon. These services provide comprehensive protection against a wide range of email threats using a combination of proven spam filters, leading anti-virus engines, fraud protection, content filtering, and email attack protection. If a message is deemed legitimate, the end user can release the e-mail from quarantine. Any attachments that are listed as suspect are removed.
4. In addition, the coalition is protected against email information loss and business disruption during planned or unplanned outages by access to a Web-based email console.

Database Security

Information remains consistent, complete & accurate through the continual implementation of & compliance with all contract requirements, policies, and procedures set forth by OEL, ELCs, Head Start, and other grants.

Based on OEL Protocol 5.02.III.C.30, Database Security specifically includes the following:

1. Database access is granted to users via the application level only.
2. Changes at the database level are permitted by the database administrator only.
3. Application controls are used to ensure proper access to information within applications based on the responsibility of the staff member.

Media Management

All media is handled, stored & disposed of properly in compliance with all contract requirements, policies, and procedures set forth by OEL, ELCs, Head Start, and other grants in order to protect confidential data. Media removed from service shall be erased (NSA 7 pass algorithm) and destroyed by the Network Administrator. Based on OEL Protocol 5.02.III.C.31, Media Management specifically includes the following:

1. Paper copies are stored in lockable file cabinets with restricted access.
2. Archived files are stored at ACCESS in secure facility.
3. It is ECS's policy to shred any unneeded documents containing secure information.
4. Digital copies are stored on disk systems only. Removable media is not permitted as a storage device for coalition data. This reduces the risk of unauthorized disclosure and damage.
5. All digital data is stored on the server in a secured, climate controlled area.

Server Back-ups

All servers are backed-up hourly. These incremental backups are transferred via secure, encrypted connection to off-site data storage. Monthly backups are kept for minimum of 5 years.

Data Recovery/Disaster Recovery Events

We will work with all available resources including software vendors and consultants if needed to restore data should it be lost and back-up unavailable for whatever the reason. Additional information on Data Recovery can be found in the ECS Coop Plan, which meets all requirements set forth in OEL Protocol 5.02.III.C.10.

Antivirus

This protocol applies to all servers and workstations, as well as any computers used for remote access. Every server or computer that contains OEL data or conducts any form of OEL business will run antivirus software that is updated on a regular basis. All OEL, and ECS data will be protected by antivirus software which scans documents, attachments, emails, and internet sites. Email systems will automatically scan attachments and downloads before they are opened. All laptops and workstations, including those used for telecommuting (working from home) will have current antivirus software loaded.

- a) All portable media (e.g., flash drives, CDs, storage devices) are scanned for viruses before use on computers.
- b) ECS shall purchase/install antivirus software on all workstations, including laptops used for telecommuting.
- c) Staff must
 - Never install software on computers without permission from the IT Manager.
 - Never download files from unknown or suspicious sources.
 - Delete spam, chain, and other junk email without forwarding.
 - Never unload or disable antivirus software for any reason without specific instruction from the Information Systems Security Officer/ IT Manager
 - Never utilize any unauthorized cloud services, browser extensions, or third party services without permission from the ECS IT department.

Examples of what not to use include; adding chrome extensions such as coupon tools when shopping or utilizing google drive to share files outside the company unless authorized.

Protocol for End of Employment:

When an employee leaves employment at ECS the following steps will be taken to maintain information technology and physical security and to ensure that all employee records are maintained in a timely manner.

1. Whenever possible the employee will meet with a representative from Human Resources at the end of employment with ECS for an exit interview. At this interview the Human Resources representative will collect ECS property in the employee's possession including keys to buildings and filing cabinets where appropriate.
2. If it is not possible for the employee to meet with Human Resources, the employee will meet with their supervisor and the property will be collected by the supervisor.
3. The supervisor will then immediately call Human Resources to let them know that the meeting has taken place.
4. The employee will complete and sign the Employee Separation Checklist attesting to that all equipment and access has been surrendered to ECS.
5. Upon receiving notice of the termination of employment or at the conclusion of the exit interview, Human Resources will send an e-mail to the internal ECS e-mail group called, "Staffing Updates" to inform them that the employee is no longer with ECS. The group "Staffing Updates" includes members of Information Technology, Administrative Staff, Payroll and the Human Resources Department.
6. The Information Technology Department will remove the former employee's access to all servers upon receipt of the e-mail.
7. The Administrative Staff assigned to this task will disable the employee's security code that allows entrance into the ECS Headquarters.

In any cases of unfriendly terminations, the supervisor or a representative from HR will accompany the employee to their work area and observe them while the employee gathers their personal belongings. The

Additional Policies and Procedures related to security may be found in the ECS Employee Handbook, the Fiscal Policies & Procedures Manual, and the ECS COOP Plan. Each department of ECS is responsible for implementing additional security policies & procedures that fit their needs.

VI. New/Unfinished Business

F. Approval of 2019-21 School Readiness Plan Amendment #28*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2019-21 School Readiness Plan Amendment #28
Reason for Recommended Action	<p>The following School Readiness Plan Attachments were revised:</p> <ul style="list-style-type: none"> • Attach II D ECS Parental Access Policy 111320 (The ECS “Terms and Conditions” Form was deleted as it is no longer needed. This information is on the State’s Family Portal automatically.) • Attach II I ECS SRBR09 Billing and Reimb Provider Rates 092518 (It was recently discovered that this was not properly processed for the SR Plan. It was processed for the POLICY updates, but not the SR Plan. A measure has been put in place to ensure this error is not made again.) <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition’s School Readiness Plan would not be properly updated/in compliance with OEL.
How the Action will be accomplished	Board Approval, then OEL Approval.

ECS Parental Access / Choice Policy:

ECS will ensure that child care service providers who receive School Readiness funding allow parents unlimited access to their children and to the providers caring for their children. Child care providers must grant this access during normal provider operation hours and whenever the children are in the providers care. ECS will monitor providers to ensure that this policy is followed and will investigate any complaints that custodial parents and guardians are not allowed unlimited access to their children or their providers. If it is found that a provider is out of compliance with this policy, corrective action will be issued in accordance to ELC policy and the provider contract.

Custodial parent or guardian access to children while in the care of any legally operating provider, regardless of whether receiving financial assistance through the Child Care and Development Fund, is an enforceable requirement of ss. 402.305, 402.313 and 402.3131, F. S.; Chapters 65C-20 and 65C-22, FAC; each grant award with early learning coalitions.

ECS will reserve parental choice by permitting parents to choose from a variety of child care categories, including center-based care, family child care and informal child care to the extent authorized in the state's Child Care and Development Fund (CCDF) Plan as the United States Department of Health and Human Services approved, based on 45 CFR s. 98.18. None of the categories may limit or exclude a faith-based provider's care and curriculum.

ECS will offer child care certificate as defined in § [98.2](#). Such choice shall be offered any time that child care services are made available to a parent.

- (a) In cases in which a parent elects to use a child care certificate, such certificate:
- Will be issued directly to the parent;
 - Shall be of a value commensurate with the subsidy value of the child care services provided under paragraph (a)(1) of this section;
 - May be used as a deposit for child care services if such a deposit is required of other children being cared for by the provider;
 - May be used for child care services provided by a sectarian organization or agency, including those that engage in religious activities, if those services are chosen by the parent;
 - May be expended by providers for any sectarian purpose or activity that is part of the child care services, including sectarian worship or instruction;
 - Shall not be considered a grant or contract to a provider but shall be considered assistance to the parent.
 - Child care certificates shall be made available to any parents offered child care services. For child care services, certificates shall permit parents to choose from a variety of child care categories, including –
 - Center-based child care;
 - Group home child care;
 - Family child care;

ECS will provide information regarding the range of provider options under paragraph (e)(1) of this section, including care by sectarian providers and relatives, to families offered child care services.

- (b) With respect to State and local regulatory requirements under § 98.40, health and safety requirements under § 98.41, and payment rates under § 98.43, State or local rules, procedures or other requirements promulgated for purposes of the CCDF will not significantly restrict parental choice by –
- Expressly or effectively excluding –
 - Any category of care or type of provider, as defined in § [98.2](#); or
 - Any type of provider within a category of care; or**
 - Having the effect of limiting parental access to or choice from among such categories of care or types of providers, as defined in § [98.2](#); or

- Excluding a significant number of providers in any category of care or of any type as defined in § 98.2.



School Readiness Terms and Conditions

Your Choice of Child Care Services

You may choose from all available, legally operating, child care arrangements and providers including: licensed centers, licensed homes, registered homes, faith-based centers, school-based programs, in-home care, relative care or other informal arrangements. You are guaranteed the right of "parental choice" in selecting a child care provider. Children in DCF's custody or who receive care under the Rilya Wilson Act must attend a licensed, registered, or public school child care provider. Use of School Readiness funds is limited to contracted providers. Your child will not be placed in any child care arrangement without your approval.

Your access to children in care

Your child care provider must allow you to visit your child during normal hours of provider operation and at any time while they are in care.

You may lose your child care if you:

1. Fail to comply with your WAGES work requirements, or
2. Do not provide documents or information required by your parent counselor, or
3. Fail to pay your "parent fee" to the child care provider, or
4. Exceed 30 days without employment, or
5. Inappropriate conduct by you or your child at a child care facility or at the School Readiness Agency, or
6. Knowingly provide false information during the application or redetermination process, or
7. Fail to notify your parent counselor of changes in your participation, employment, income or family circumstances including change of address and changes in family composition within 10 calendar days.

Parent/Guardian Statement...

I understand that:

In accordance with Federal law and U.S. Department of Agriculture (USDA) and US Department of Health and Human Services (HHS) policy, this institution is prohibited from discrimination on the basis of race, color, religious affiliation or creed, national origin, ethnic background, sex, age, political belief or disability. To file a complaint of discrimination, contact USDA or HHS. USDA and HHS are equal opportunity providers and employers.

All children for whom I am seeking care are citizens of the U.S. or are lawfully entered aliens (Check which box(es) apply). I understand I may need to submit proof of my children's legal residency status.

For all children not yet enrolled in school, the School Readiness program will provide screenings and assessments. The purpose of a developmental screening is to identify children who should receive a more thorough assessment for potential developmental delays. Early detection of delays can improve the health and well-being of children, as well as aide in the developmentally appropriate education for all children. I consent to this screening with the understanding that I will receive the results of that screening and will be informed of any recommendations.

If I choose to place my child in in-home care, I am responsible for ensuring that minimum wage and other labor laws are met.

School readiness services are subject to availability of funding and enrollment priorities. At any time, school readiness funding may be discontinued. I have a right to be notified of funding changes or changes in my parent fees. Episcopal Children's Services will notify me a minimum of 10 days in advance prior to my child(ren)'s disenrollment in the school readiness funded program, unless the referring agency's policies allow for less than 10 days notice.

Continuation of child care services will require me to provide appropriate verification of employment and all other household income including but not limited to child support and alimony (where applicable) within required timeframe. I understand that I will not be able to continue receiving services if I fail to provide to ECS in the required timeframe appropriate verification of employment and all household income, proof of residency and other information as required. I understand it is my responsibility to provide this information, and it is not the responsibility of ECS to collect this information. I understand I have 10 days to report changes in residency, new sources of income or changes to income sources such as the amount of my pay, frequency of my pay or place of employment. I also understand that I must report all earned or unearned income. If I fail to report changes or income and this results in a program loss, I could be prosecuted for a 3rd degree felony leading to possible incarceration, and/or expected to repay the lost program benefits received to which I was not entitled.

I have a right to confidentiality of child information and the right to inspect, review and request a copy of my child's SR record. I may request a case review by the child care agency and the district office if I am found ineligible for child care services or if my childcare services are terminated, suspended or reduced. I have the right to appeal decisions and am aware of the ECS Grievance Policy which defines this process. ECS Grievance Policy can be reviewed online by visiting the website www.ecs4kids.org.

I give consent to the Office of Early Learning, the Early Learning Coalition, ECS and/or the Florida Department of Law Enforcement (aka DFS-DPAF) to request all information relating to my eligibility and to make inquiry into all statements or information given in the application. I understand that if I give false information, sign inaccurate attendance documents or fail to report changes in my circumstances, my case may be referred to the Florida Department of Financial Services, Division of Public Assistance Fraud for possible prosecution.

I will be asked to provide information about the race/ethnicity background and sex for myself and all persons for whom I want assistance. This information is used to make sure that benefits are provided without regard to race/ethnicity, color or national origin. It will not affect my eligibility or benefit amount.

If I voluntarily provide my SSN, it or the assigned ID# will be used:

- To maintain confidentiality
- To collect data
- To establish a unique identifier

I authorize the Early Learning Coalition and ECS to initiate and/or receive data either through direct contact or an automated data exchange or electronic interface process for the purpose of establishing eligibility and parent fees. Some examples include: employment records, unemployment benefits, TANF, Child Support, etc.)

By signing I acknowledge that I have read and agree to the conditions stated above.

Parent/Guardian/Caregiver Signature

Date

SRBR09 Billing and Reimbursement Calculating Provider Rates Policy

Policy and Procedures

Policy:

Providers are required to submit private pay rates annually on Exhibit 3: Provider Reimbursement Rates in Form OEL-SR 20 Statewide SR Provider Contract that must be compared with the maximum OEL approved rates. The maximum approved rates for a provider are determined by the county in which the program is physically located. Providers that are located outside of the six counties that ECS serves, Putnam, St. Johns, Clay, Nassau, Baker and Bradford, will be reimbursed based on the Clay rates. Providers are also required to notify ECS of any rate changes throughout the year by updating the rates in the Provider Profile and submitting a Contract Amendment. Rates may also be updated as needed if a provider did not indicate on Exhibit 3 a Unit of Care for a particular Care Level.

Procedures:

Provider rates must be updated by the Provider Services department annually and as needed. A provider cannot be paid more than the maximum rates set by OEL for each county. A provider also cannot be paid more for School Readiness services than they charge private pay parents.

Providers are asked to include their daily rates in their Provider Profile which will populate into the Provider Contract on Exhibit 3: Provider Reimbursement Rates and indicate if they have a Gold Seal Designation (see below).

Exhibit 3: Provider Reimbursement Rates

Provider Name: _____

Provider Operational Hours: _____

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				

Determining the Provider Rate

A. Using Exhibit 3, determine the providers private pay rate for a particular care level and a unit of care.

B. Next, before entering the rate into EFS, determine what the maximum rate payable is for the county in which the provider is physically located and the type of provider (Licensed/Exempt, Licensed Homes, Registered Homes or Informal) using the following payment rate schedules: [ECSREF08 SR Provider Payment Rate Schedule](#). This should also automatically populate into the contract.

C. Comparing the rate listed on the payment rate schedule and the providers private pay rate, the lower of the two will be entered into EFS Mod as the payment rate.

Example 1a.

If a Clay County provider submits the following Exhibit 3 with their SR Provider Contract and you are trying determine the maximum rate payable for an infant for full time care.

Does PROVIDER have a Gold Seal Designation? Yes NO

PROVIDER's Private Pay
(To be Completed by PRO)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH
Full-Time Daily Rates	25.00			
Part-Time Daily Rates				
Before or After School Rates	N/A	N/A	N/A	N/A

COALITION Maximum Reimbu
(To be Completed by COAI)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH
Full-Time Daily Rates	21.90	18.60	18.60	16.85

Compare the rates submitted to the rates listed for Clay county in the ECSREF08 SR Payment Rate Schedule.

(EFS CARE CODE) - description			Licensed or Exempt Providers
			Daily
Infant	INF	<12 MTH	21.90
	TOD	12<24 MTH	18.60
Preschool	2YR	24<36 MTH	18.60
	PR3	36<48 MTH	16.85
	PR4	48<60 MTH	16.85
	PR5	60<72 MTH	16.85
	SCH	In School	15.00
	SPCR	Special needs	21.90

Because the providers private pay rate is greater than the maximum approved rate, enter the maximum approved rate, in this case \$21.90.

***EFS Mod has maximum rates set up for each county and will not allow rates higher than the maximum to be entered. ***

Example 1b.

If a Clay County provider submits the following Exhibit 3 with their SR Provider Contract and you are trying determine the maximum rate payable for an infant for full time care.

PROVIDER's Private Pay
(To be Completed by PRC)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH
Full-Time Daily Rates	20.00			
Part-Time Daily Rates				
Before or After School Rates	N/A	N/A	N/A	N/A

COALITION Maximum Reimb
(To be Completed by COA)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH
Full-Time Daily Rates	21.90	18.60	18.60	16.85
Full-Time After School	20.00	20.00	20.00	20.00

Compare the rates submitted to the rates listed for Clay county in the ECSREF08 SR Payment Rate Schedule.

(EFS CARE CODE) - description			Licensed or Exempt Providers
			Daily
Infant	INF	<12 MTH	21.90
Preschool	TOD	12<24 MTH	18.60
	2YR	24<36 MTH	18.60
	PR3	36<48 MTH	16.85
	PR4	48<60 MTH	16.85
	PR5	60<72 MTH	16.85
	SCH	In School	15.00
	SPCR	Special needs	21.90

Because the providers private pay rate is less than the maximum approved rate, enter the providers rate, in this case.

Calculating a Non-Gold Seal Provider Rate from Weekly Rates

A. To calculate the daily rate when a provider submits weekly rates, take the provider rate and divide it by five, which is the standard number of payable days in a week.

Example 2a.

If a provider charges \$100 per week for a child the rate will be calculated as:

$$\frac{\$100/\text{week}}{5 \text{ days}} = \$20.00 \text{ per day}$$

B. Next, before entering the rate into EFS Mod, determine what the maximum rate payable is for the county in which the provider is physically located and the type of provider (Licensed/Exempt, Licensed Homes, Registered Homes or Informal) using the following payment rate schedules: [ECSREF08 SR Payment Rate Schedule](#).

Example 2b.

Following example 2a, where the provider charges \$20.00 per day. If the provider is a licensed provider and the provider is located in Clay County and has a care level of 2YR. You will use ECSREF08 SR Payment Rate Schedule.

(EFS CARE CODE) - description			Licensed or Exempt Providers
			Daily
Infant	INF	<12 MTH	21.90
	TOD	12<24 MTH	18.60
	2YR	24<36 MTH	18.60
Preschool	PR3	36<48 MTH	16.85
	PR4	48<60 MTH	16.85
	PR5	60<72 MTH	16.85
	SCH	In School	15.00
	SPCR	Special needs	21.90

Instead of entering \$20.00 per day into EFS, the rate entered will be \$18.60 per day.

***EFS Mod has maximum rates set up for each county and will not allow rates higher than the maximum to be entered. ***

Example 2c.

Following example 1a, where the provider charges \$20.00 per day. If the provider is a licensed provider and they are physically located in Clay County and has a care level of INF. You will use ECSREF08 SR Payment Rate Schedule.

(EFS CARE CODE) - description			Licensed or Exempt Providers
			Daily
Infant	INF	<12 MTH	21.90
Preschool	TOD	12<24 MTH	18.60
	2YR	24<36 MTH	18.60
	PR3	36<48 MTH	16.85
	PR4	48<60 MTH	16.85
	PR5	60<72 MTH	16.85
	SCH	In School	15.00
	SPCR	Special needs	21.90

Instead of entering the maximum rate payable of \$21.90 per day, the rate entered should only be \$20.00 based on what the provider charges.

***ECS is unable to pay providers a higher rate than what the provider charges a private pay parent. ***

Calculating a Gold Seal Provider Rate

A. To calculate the daily rate, take the provider rate and divide it by five, which is the standard number of payable days in the week.

Example 3a.

If a provider charges \$130 per week for a child the rate will be calculated as:

$$\frac{\$130/\text{week}}{5 \text{ days}} = \$26.00 \text{ per day}$$

B. Next, before entering the rate into EFS Mod, determine what the maximum rate payable is for the county in which the provider is physically located and the type of provider (Licensed/Exempt, Licensed Homes, Registered Homes or Informal) using the following payment rate schedules: [ECSREF08 SR Payment Rate Schedule](#).

Example 3b.

Following example 3a, where the provider charges \$30.00 per day. If the provider is a Gold Seal provider and they are physically located in St. Johns County and the child's care level is TOD. You will use ECSREF08 SSR Payment Rate Schedule.

(EFS CARE CODE) – description	Licensed or Exempt Providers	Gold Seal
Infant (0-12 Mo.)	\$27.00	\$32.40
Toddler: (13-23 Mo.)	\$22.29	\$26.75
(24-35 Mo.)	\$22.29	\$26.75
Preschool: (36-47 Mo.)	\$20.70	\$24.84
(48-59 Mo.)	\$20.70	\$24.84
(60-72 Mo.)	\$20.70	\$24.84
Special Needs	\$27.00	\$32.40
School-Age	\$19.05	\$22.86

Instead of entering \$30.00 per day into EFS, the rate entered will only be \$26.75. However, before entering the rate into EFS the Gold Seal differential must be calculated.

***EFS Mod has maximum rates set up for each county and will not allow rates higher than the maximum to be entered. ***

C. The Gold Seal differential is an additional 20% of the maximum rate for those providers that have a gold seal designation. The daily rate must be broken down into the base rate (maximum rate) and the Gold Seal rate.

Example 3c.

If the base rate (maximum rate) is \$20.00, to calculate the Gold Seal differential :

$$\$20.00 \quad \times 20\% = \$4.00$$

The total maximum rate for this provider would be the base rate plus the Gold Seal differential:

$$\$20.00 \quad + \$4.00 = \$24.00$$

D. The maximum payment for Gold Seal is already calculated into the payment schedule, however, the payment must be broken down into the base rate (maximum rate) and gold seal differential in EFS.

Example 3d.

Following example 3a, where the provider charges \$30.00 per day. If the provider is a Gold Seal provider and they are physically located in St. Johns County and the child's care level is TOD. You will use ECSREF08 SR Payment Rate Schedule.

(EFS CARE CODE) – description	Licensed or Exempt Providers	Gold Seal
Infant (0-12 Mo.)	\$27.00	\$32.40
Toddler: (13-23 Mo.)	\$22.29	\$26.75
(24-35 Mo.)	\$22.29	\$26.75
Preschool: (36-47 Mo.)	\$20.70	\$24.84
(48-59 Mo.)	\$20.70	\$24.84
(60-72 Mo.)	\$20.70	\$24.84
Special Needs	\$27.00	\$32.40
School-Age	\$19.05	\$22.86

The maximum this Gold Seal provider can be paid for this child is \$26.75. To enter the rate into EFS, first enter the base rate (maximum rate) of \$22.29 and then enter the gold seal differential, \$4.46.

E. The base rate (maximum rate) must always be utilized prior to any Gold Seal differential.

Example 3e.

Following example 3a, where the provider charges \$30.00 per day. If the provider is a Gold Seal provider and they are physically located in St. Johns County and the child has a care level of INF. You will use ECSREF08 SR Payment Rate Schedule.

(EFS CARE CODE) – description	Licensed or Exempt Providers	Gold Seal
Infant (0-12 Mo.)	\$27.00	\$32.40
Toddler: (13-23 Mo.)	\$22.29	\$26.75
(24-35 Mo.)	\$22.29	\$26.75
Preschool: (36-47 Mo.)	\$20.70	\$24.84
(48-59 Mo.)	\$20.70	\$24.84
(60-72 Mo.)	\$20.70	\$24.84
Special Needs	\$27.00	\$32.40
School-Age	\$19.05	\$22.86

Since the provider only charges \$30.00/day instead of the maximum of \$32.40/day, ECS will only pay \$30.00/day. To enter the rate into EFS, first enter the base rate (maximum rate) of \$27.00 and then the Gold Seal differential will be the remaining \$3.00.

***ECS is unable to pay providers a higher rate than what the provider charges a private pay parent. ***

Calculating VPK Wrap Around Rates

Children that are enrolled in VPK and SR will be paid a wrap around rate based on whether they have an FT or PT schedule. This rate is calculated to remove the VPK hours already being paid for by breaking the full time or part time rate into an hourly rate and then multiplying the hourly rate by the number hours remaining after VPK . The formula s are as follows:

Full Time Wrap Around (FTV)

A. $\frac{\text{Maximum FT rate for the Care Level}}{\text{FT Hours (11 Hours)}} = \text{FT Rate per Hour}$

B. $\text{FT Hours (11 Hours)} - \text{VPK Hours per Day} = \# \text{ of Hours of Wrap Care}$

C. $\text{FT Rate per Hour} \times \# \text{ of Hours of Wrap Care} = \text{Full Time Wrap Rate (FTV)}$

Example 4a.

To calculate the full time wrap around rate for a Provider that is physically located in Putnam County and has a 3 hour VPK Program with a child that has a PR4 care level. You will use the ECSREF08 SR Payment Rate Schedule and follow the FTV formula.

(EFS CARE CODE) - description		Licensed or Exempt Providers
Infant	(0-12 Mo.)	\$20.00
Toddler:	(13-23 Mo.)	\$17.00
	(24-35 Mo.)	\$15.00
Preschool:	(36-47 Mo.)	\$15.00
	(48-59 Mo.)	\$14.40
	(60-72 Mo.)	\$14.40
Special Needs		\$20.00
School-Age		\$13.00

- A. \$14.40 per day/11 hours = 1.3090909 per hour
- B. 11 hours – 3 hours = 8 hours a day
- C. 1.3090909 per hour X 8 hours a day = 10.47 FTV

Part Time Wrap Around (PTV)

- A. $\frac{\text{Maximum PT rate for the Care Level}}{\text{PT Hours (6 Hours)}} = \text{PT Rate per Hour}$
- B. $\text{PT Hours (6 Hours)} - \text{VPK Hours per Day} = \# \text{ of Hours of Wrap Care}$
- C. $\text{PT Rate per Hour} \times \# \text{ of Hours of Wrap Care} = \text{Part Time Wrap Rate (PTV)}$

Example 4b.

To calculate the part time wrap around rate for a Provider that is physically located in Putnam County and has a 3 hour VPK Program with a child that has a PR4 care level. You will use the ECSREF08 SR Payment Rate Schedule and follow the FTV formula.

(EFS CARE CODE) - description		Licensed or Exempt Providers
Infant	(0-12 Mo.)	\$15.00
Toddler:	(13-23 Mo.)	\$12.75
	(24-35 Mo.)	\$11.25
Preschool:	(36-47 Mo.)	\$11.25
	(48-59 Mo.)	\$10.80
	(60-72 Mo.)	\$10.80
Special Needs		\$15.00
School-Age		\$9.75

- A. \$10.80 per day/6 hours = 1.80 per hour
- B. 6 hours – 3 hours = 3 hours a day
- C. 1.80 per hour X 3 hours a day = 5.40 PTV

***ECS is unable to pay providers a higher rate than what the provider charges a private pay parent. ***

Date of Change/Revision	Person making change/revision	Change/Revision
09/25/18	A.Williams-Baltzell	Updated to add use of EFS Mod/Provider Portal

VI. New/Unfinished Business

G. Approval of the Management Decision Recommendation for ECS Audit 2019/2020*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Management Decision Recommendation for ECS Audit 2019/2020
Reason for Recommended Action	<p>To approve management decision to consider the ECS annual audit properly reviewed and therefore resolved.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would not be in compliance with policy requiring committee approval.
How the Action will be accomplished	Management decision to be approved at 12/2/2020 Board meeting.

ELC OF North Florida, Inc.

Management Decision Recommendation

ECS Audit Report
For FYE June 30, 2020

Ralston and Company, PA, CPA performed the June 30, 2020 audit of Episcopal Children's Services, Inc. The report was issued on September 28, 2020 and subsequent events were evaluated through the date of issuance. This report was received by ELC on October 21, 2020, and subsequently reviewed by ELC management and staff. The report and audited financial statements are on file and available to the Board for review at anytime.

A summary of the audit results is as follows:

1. The Independent Auditor's Report
 - a. Expressed an unqualified opinion on the consolidated financial statements of ECS.
 - b. Stated no instances of noncompliance material to the financial statements of Episcopal Children's Services, Inc. were disclosed during the audit.
 - c. Stated no material weaknesses were identified during the audit of the financial statements.
 - d. Expressed an unqualified opinion on the major award programs.
 - e. Stated no material weaknesses were identified during the audit of major federal programs.

2. The Independent Auditor's Report on Internal Controls
 - a. Expressed no opinion on ECS internal controls.
 - b. Reported no material weaknesses to internal controls.
 - c. Expressed no opinion on ECS compliance and other such matters.
 - d. The results of the internal control testing disclosed no issues of noncompliance or other matters that would be required to be reported under *Government Auditing Standards*.

3. Supplemental Information
 - a. There were no findings in relation to prior audits.
 - b. There were no current audit findings on the ECS Financial Statements.
 - c. There were no current audit findings or questioned costs on the ECS Major Federal Awards Program Audit.
 - d. ECS qualifies as a low risk auditee.

With no audit findings, material weaknesses, or issues of noncompliance, this audit is considered complete.

VI. New/Unfinished Business

H. Approval of ELCNF 2019-2020 Annual Report*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of ELCNF 2019-2020 Annual Report
Reason for Recommended Action	<p>To approve the ELCNF 2019-2020 Annual Report in accordance with OEL Policy.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would not be in compliance with policy requiring committee approval.
How the Action will be accomplished	Management decision to be approved at 12/2/2020 Board meeting.



ANNUAL REPORT

FY 2019-2020

Mission Statement: To serve parents, caregivers and educators of children birth to pre-kindergarten by managing and evaluating early child care and early childhood education programs through a quality School Readiness delivery system.

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EVALUATION OF DIRECT ENHANCEMENT SERVICES

Evaluation of Direct Enhancement Services

COMPREHANSIVE CONSUMER EDUCATION

Describe how the Coalition coordinated resource and referral programs specifically related to the provision of comprehensive consumer education to parents and the public regarding participation in the school readiness program and parental choice.

Our Child Care Resource and Referral (CCRR) program connects parents with the child care programs and community resources best suited to meet the family's needs. CCRR is a free service. Parents can either go online, come in or call the local offices and speak with a CCRR specialist to discuss the family's child care options and needs.

To get the word out in our communities about this service, staff attends community events to distribute Resource and Referral literature and answer questions about our services. During the 2019-2020 program year staff participated in numerous community events, visited over 100 businesses, and distributed over 1,000 outreach materials to promote Child Care Resource and Referral. In addition, staff served on community committees such as the Community Alliance of Northeast Florida, CWEEN, Mercy Network, and the St. Johns Head Start Policy Council.

CCRR provides other important information and referrals to parents. CCRR specialists inform parents about quality indicators in the child care setting so that parents can make an informed choice. Every parent receives a parent packet that includes a quality indicator checklist to be used as they visit potential programs.

CCRR staff provides referrals to Child Find and other community services. To be accessible to our clients, we have offices located in each county with walk-in hours, appointments and are accessible by phone, email, and through our online scheduling system.

During COVID, CCRR had the opportunity to participate in Footsteps to Brilliant, an online platform that gives parents online access to early literacy tools to use with their preschool children. During the time this program was available free of charge the ELC had 292 children use the program and the learned in total 705,069 words and read 1,893 books all within 321 total hours.

PROVIDER FINANCIAL SUPPORTS

Provide a list of grants, awards, or bonuses offered to school readiness program providers to assist them in meeting applicable state requirements for child care performance standards, implementing developmentally appropriate curricula and related classroom resources that support curricula, providing literacy supports, and providing professional development.

Include the qualifying criteria to receive financial supports and related monitoring

EVALUATION OF DIRECT ENHANCEMENT SERVICES

activities to verify appropriate use of support.

We offered grants and scholarships for the following:

CDA courses- participants are required to apply and recipients progress through the course is monitored by the CDA specialist on staff.

Teaching Strategies Gold Implementation- SR providers were required to apply for a program to achieve child assessment reliability. Participating providers received tablets, curriculum, classroom materials and access to TSG. Teachers who successfully achieved child assessment reliability received a stipend of \$150.

NFCCH Conference- FCCH providers were required to apply for the scholarship which awarded a scholarship of \$170 to provider to use on conference registration and/or hotel stay. Providers were required to submit conference agenda/certificate, and a write up of what they learned at the conference

Curriculum Reimbursement- SR Providers in need of an approved curriculum were offered reimbursement up to \$750 for the purchase of an appropriate curriculum.

TRAINING AND TECHNICAL ASSISTANCE

Provide a list and description of trainings and/or technical assistance activities the coalition offered to school readiness program providers, staff and parents in each of the following areas.

- Early Learning Standards

We address standards in trainings but also guide providers to the online standards trainings available.

- Child Screenings and Assessments

Ongoing TA is given to providers who need assistance with completing Child screening and assessments. Given on an as-needed basis. Some trainings do cover this topic as well.

- Developmentally Appropriate Curricula and Character Development

Technical assistance is given on an as-needed basis for curriculum and character development needs. Some trainings do cover this topic as well.

- Teacher-Child Interactions

Teacher Child Interactions are the primary focus of our coaching program with providers/teachers. Multiple trainings cover this area as well.

- Age-Appropriate Discipline Practices

Trainings conducted address age-appropriate discipline practices and much of the TA given by inclusion specialists also cover this topic.

- Health and Safety

Multiple trainings provided over the year included Health and Safety best practices.

- Nutrition

We offer TA as needed on this topic.

- First Aid

This can be a component of our Health and Safety trainings/TA.

EVALUATION OF DIRECT ENHANCEMENT SERVICES

- **Recognition of Communicable Diseases**

We offer TA as needed on this topic.

- **Child Abuse Detection and Prevention**

We offer TA as needed on this topic as well as forwarding information on this topic to providers.

QUALITY ACTIVITIES FOR INFANT AND TODDLER CARE

Provide a description of the quality activities and services the coalition provided to enhance infant and toddler care.

We have an education team member on the State Infant/Toddler Network group to stay updated on any IT developments. We offer trainings for Infant/Toddler teachers on a wide variety of topics. Coaching and TA are also given for I/T teachers to help incorporate appropriate practices and strategies into the classroom.

MONITORING

Describe the process for monitoring of compliance with, and enforcement of, applicable state and local requirements.

The ECS Training Manager is responsible for ensuring for monitoring of compliance with, and enforcement of, applicable state and local requirements. All Plan Outcomes are monitored through interviews, documentation of activities, and proper back-up documentation at least annually as are contract requirements. Internal procedures and policies describe the processes and results of quarterly monitoring by the ELC prove our methods to be effective. Processes are reviewed regularly for updates and results of all monitoring is communicated immediately to the Chief of Programs and Administration. ECS also monitors VPK and SR providers for compliance with their contract and adherence to child attendance and reimbursement using the approved OEL monitoring tools and complying with OEL mandated sample sizes.

The ELC monitors its subrecipient, ECS on a quarterly basis using the OEL monitoring tools whenever possible. Key areas monitored were: Fiscal review of non-direct costs (SR and VPK), Fiscal overview to include review of internal controls and cost allocation plan; VPK and SR enrollment files, attendance review and payment validation for VPK and SR. VPK and SR provider requirements and SR provider services (provider contract and education files) From each monitoring the ELC addressed any findings, concerns or observations that are discovered. The following process then takes place,

1. Coalition draft report and drat tools
2. Contractor response to draft report
3. Final Coalition report with final tools
- 4, Contractor response and proposed corrective action plans (if applicable)
5. Coalition acceptance/rejection letter with terms and timelines (if applicable)

Normally the contractor then has 1 month to complete any corrective actions and receipt is tracked by the ELC. Once all items are received and the ELC is satisfied a monitoring close-out letter is issued to the contractor.

INCLUSION

Describe the activities the coalition has implemented to promote inclusive child care including responding to Warm-Line requests by providers and parents and providing

EVALUATION OF DIRECT ENHANCEMENT SERVICES

developmental and health screenings to school readiness program children.

Warm-line requests are handled by our Inclusion specialists who respond in a timely manner to parents and providers requests and concerns. Inclusion specialists promote inclusive child care by providing trainings on a variety of topics, including teacher-child interactions and trauma informed care. SR children receive ASQ developmental screenings upon enrollment and in their birth month and ASQ-SE screenings are completed when a provider or parent expresses a concern for a child. Onsite classroom/child observations are also offered for all child care providers requesting it, as well as a follow up plan for the teachers and parents.

DATA SUMMARY

Data Summary

The following information is based on data collected from July 1, 2019__ - June 30, 2020__.

CHILDREN SERVED IN SCHOOL READINESS

Number of children served in the school readiness program, by provider type, enumerated by age and eligibility priority category, reported as the number of children served during the month, the average participation throughout the month.

[For these data, see Appendix, Tab D.]

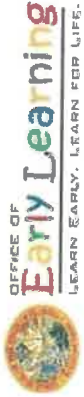
CHILD DISENROLLMENT

Total number of children disenrolled during the year and the reasons for disenrollment



ELC of North Florida/Episcopal Children's Services
Fiscal Year 2019-2020 Annual Report
Section D - Children Served in School Readiness Programs
September 24, 2020

Categories	Period												Monthly Average
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	
1. Licensed Private Centers	3,407	3,625	3,524	3,483	3,491	3,447	3,469	3,453	3,532	3,739	4,095	4,264	3,627
01 TCA	96	90	78	62	67	62	68	68	65	66	60	64	71
0-2 Years	30	25	19	19	16	13	16	17	16	17	15	13	18
3-5 Years	42	32	26	20	24	22	27	25	24	25	23	26	26
School Age	24	33	33	23	27	27	25	26	25	24	22	25	26
02 At Risk < 9	859	915	845	782	774	765	771	774	790	1,039	1,360	1,533	934
0-2 Years	357	374	354	342	332	312	321	318	316	420	522	576	379
3-5 Years	326	291	272	253	262	278	282	284	294	390	541	596	339
School Age	176	250	219	187	180	175	168	172	180	229	297	361	216
03 Econ Disadvantage < SCH Age	1,653	1,513	1,506	1,571	1,578	1,566	1,635	1,646	1,709	1,684	1,676	1,662	1,617
0-2 Years	651	677	690	710	696	667	691	668	672	645	603	574	662
3-5 Years	997	830	810	857	878	894	938	972	1,031	1,032	1,068	1,083	949
School Age	5	6	6	4	4	5	6	6	6	7	5	5	5
05 At Risk Age 9-12	32	40	38	30	32	35	36	42	44	58	92	118	50
School Age	32	40	38	30	32	35	36	42	44	58	92	118	50
06 Econ Disadvantage - SCH Age	767	1,046	1,039	1,001	1,003	984	932	899	906	876	895	887	936
School Age	767	1,046	1,039	1,001	1,003	984	932	899	906	876	895	887	936
09 Head Start and VPK	0	14	18	37	37	35	27	24	18	16	12	0	20
3-5 Years	0	14	18	37	37	35	27	24	18	16	12	0	20
10 CCEP	0	7	0	0	0	0	0	0	0	0	0	0	1
0-2 Years	0	2	0	0	0	0	0	0	0	0	0	0	0
3-5 Years	0	1	0	0	0	0	0	0	0	0	0	0	0
School Age	0	4	0	0	0	0	0	0	0	0	0	0	0
2. License-Exempt Centers	250	247	240	217	221	222	208	211	214	221	225	242	227
01 TCA	8	9	11	8	5	8	5	5	5	5	5	5	7
0-2 Years	1	1	4	2	1	3	0	1	1	1	1	1	1
3-5 Years	2	3	4	4	2	3	3	2	2	2	2	2	3
School Age	5	5	3	2	2	2	2	2	2	2	2	2	3
02 At Risk < 9	65	62	58	52	48	48	48	51	44	49	59	70	55
0-2 Years	27	26	24	21	17	14	15	18	14	16	22	26	20



ELC of North Florida/Episcopal Children's Services
Fiscal Year 2019-2020 Annual Report
Section D - Children Served in School Readiness Programs
September 24, 2020

Categories	Period												Monthly Average
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	
3-5 Years	28	23	21	22	23	26	25	27	22	25	27	30	25
School Age	10	13	13	9	8	8	8	6	8	8	10	14	10
03 Econ Disadvantage < SCH Age	115	101	92	92	102	92	88	87	92	95	94	99	96
0-2 Years	47	48	47	46	48	44	39	43	46	46	46	43	45
3-5 Years	68	53	45	46	54	48	49	44	46	49	48	56	51
05 At Risk Age 9-12	1	1	1	1	1	2	2	2	1	1	1	1	1
School Age	1	1	1	1	1	2	2	1	1	1	1	1	1
06 Econ Disadvantage - SCH Age	61	74	78	63	65	72	64	67	71	71	66	67	68
School Age	61	74	78	63	65	72	64	67	71	71	66	67	68
09 Head Start and VPK	0	0	0	1	0	0	1	0	1	0	0	0	0
3-5 Years	0	0	0	1	0	0	1	0	1	0	0	0	0
3. Large Family Child Care Home	3	3	5	5	8	7	6	5	7	7	10	7	6
02 At Risk < 9	2	2	3	3	3	3	0	1	1	1	4	4	2
0-2 Years	0	0	0	0	0	0	0	0	0	0	1	1	0
3-5 Years	1	1	2	2	2	2	0	1	1	1	2	2	1
School Age	1	1	1	1	1	1	0	0	0	0	1	1	1
03 Econ Disadvantage < SCH Age	1	1	2	2	5	4	5	4	5	5	5	3	4
0-2 Years	1	1	1	1	3	2	2	0	0	0	0	0	1
3-5 Years	0	0	1	1	2	2	5	4	5	5	5	3	3
06 Econ Disadvantage - SCH Age	0	0	0	0	0	0	1	0	1	1	1	0	0
School Age	0	0	0	0	0	0	1	0	1	1	1	0	0
4. Licensed Family Child Care Home	171	172	166	170	168	175	176	176	183	180	191	197	177
01 TCA	3	3	3	3	3	3	2	2	2	2	2	2	3
0-2 Years	1	1	1	1	1	1	0	0	0	0	0	0	1
School Age	2	2	2	2	2	2	2	2	2	2	2	2	2
02 At Risk < 9	25	25	23	21	20	23	23	21	24	28	31	43	26
0-2 Years	11	10	10	8	8	11	11	10	10	13	14	15	11
3-5 Years	9	7	5	5	5	5	5	3	4	5	8	15	6
School Age	5	8	8	8	7	7	7	8	10	10	9	13	8
03 Econ Disadvantage < SCH Age	86	73	70	75	72	76	78	80	80	78	83	82	78



ELC of North Florida/Episcopal Children's Services
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Section D - Children Served in School Readiness Programs
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Categories	Period												Monthly Average
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	
0-2 Years	40	43	42	47	43	45	45	42	45	39	41	40	43
3-5 Years	45	29	27	27	28	30	32	37	35	39	42	42	34
School Age	1	1	1	1	1	1	1	1	0	0	0	0	1
05 At Risk Age 9-12	4	4	4	4	4	4	4	5	5	6	7	11	5
School Age	4	4	4	4	4	4	4	5	5	6	7	11	5
06 Econ Disadvantage - SCH Age	53	66	65	64	66	66	66	65	70	65	66	59	64
School Age	53	66	65	64	66	66	66	65	70	65	66	59	64
09 Head Start and VPK	0	1	1	3	3	3	3	3	2	1	2	0	2
3-5 Years	0	1	1	3	3	3	3	3	2	1	2	0	2
5. Registered Family Child Care Home	13	13	14	16	14	13	13	11	9	9	9	11	12
02 At Risk < 9	1	1	1	3	1	0	0	0	0	0	0	0	1
0-2 Years	0	0	0	2	0	0	0	0	0	0	0	0	0
3-5 Years	1	1	1	1	1	0	0	0	0	0	0	0	0
03 Econ Disadvantage < SCH Age	9	5	6	6	6	6	6	4	4	4	4	4	5
0-2 Years	3	3	4	4	4	4	4	3	3	2	2	2	3
3-5 Years	6	2	2	2	2	2	2	1	1	2	2	2	2
06 Econ Disadvantage - SCH Age	3	7	7	7	7	7	7	7	5	5	5	7	6
School Age	3	7	7	7	7	7	7	7	5	5	5	7	6
6. Private School	12	18	21	20	25	26	25	32	32	36	45	48	28
02 At Risk < 9	1	2	2	3	6	6	4	6	6	11	10	14	6
0-2 Years	1	0	0	1	3	3	1	3	4	4	3	5	2
3-5 Years	0	1	1	1	1	1	2	2	2	7	7	9	3
School Age	0	1	1	1	2	2	1	1	0	0	0	0	1
03 Econ Disadvantage < SCH Age	6	8	11	9	10	11	12	17	17	17	22	21	13
0-2 Years	1	3	4	3	4	5	6	9	9	8	10	9	6
3-5 Years	5	5	7	6	6	6	6	8	8	9	12	12	8
05 At Risk Age 9-12	0	0	0	0	1	1	1	1	1	0	0	0	0
School Age	0	0	0	0	1	1	1	1	1	0	0	0	0
06 Econ Disadvantage - SCH Age	5	8	8	8	8	8	8	8	8	8	13	13	9
School Age	5	8	8	8	8	8	8	8	8	8	13	13	9



ELC of North Florida/Episcopal Children's Services
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Categories	Period												Monthly Average	
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20		
7. Public School	0	24	30	33	35	35	37	37	37	28	23	23	0	25
02 At Risk < 9	0	4	5	6	7	6	8	8	8	7	6	6	0	5
3-5 Years	0	3	4	5	6	5	6	7	7	6	5	5	0	4
School Age	0	1	1	1	1	1	2	1	1	1	1	1	0	1
03 Econ Disadvantage < SCH Age	0	14	19	21	22	21	21	20	20	18	16	16	0	16
3-5 Years	0	14	19	21	22	21	21	20	20	18	16	16	0	16
05 At Risk Age 9-12	0	0	0	0	0	0	0	1	1	0	0	0	0	0
School Age	0	0	0	0	0	0	0	1	1	0	0	0	0	0
06 Econ Disadvantage - SCH Age	0	6	6	6	6	8	8	8	8	3	1	1	0	4
School Age	0	6	6	6	6	8	8	8	8	3	1	1	0	4
Monthly Total	3,856	4,102	4,000	3,944	3,962	3,925	3,934	3,925	4,005	4,215	4,598	4,769	4,103	

Data is from the EFS Modernization Database as of August 31, 2020.

OEL 202.80 – ELC ANNUAL REPORT

Reason for Disenrollment	Number of Children Disenrolled
Child care provider dismisses child due to child's behavior	3
Child care provider does not meet parent's or guardian's expectations.	-
Child care provider has closed for economic or other business reasons.	-
Child deceased.	2
Child has a duplicate record.	-
Child has exceeded the age-limit for services.	1
Child is no longer residing with the guardian who completed the initial application. New paperwork must be completed by new guardian.	56
Child poses safety risk to other children at program.	-
Child was determined eligible for services but never enrolled with a child care provider.	6
Client deceased.	3
Client does not show up for redetermination.	218
Client failed to provide required documentation to maintain eligibility.	16
Client is eligible for services under a different funder (i.e., non funder 1).	-
Client is no longer eligible for services because the family income exceeds the allowable amount for eligibility.	33
Client moved out of the county in which funding is currently provided.	-
Client no longer has a valid purpose for care.	61
Custodian is involved in seasonal work (such as migrant or school district employees) and the child's enrollment is temporarily suspended while custodian is not working.	-
Parent declined Terms and Conditions	-
Parent or guardian lacks resources necessary to keep child in care.	-
Parent/guardian withdrew child from the program.	238
Provider dropped child from the provider's program.	-
Provider no longer receiving SR or VPK funds due to noncompliance or low performance	2
Provider remains open, but no longer provides VPK or SR services.	13
Referral from referring agency has expired.	22
Referring agency has terminated the referral.	8
The enrollment record was updated.	-
The next authorization period was approved.	-
The program where the child was receiving services changed ownership. The new owner has a new provider record.	-
Transfer from one SR funding source to another (i.e. BG3 to BG8).	-
Transfer to another provider record (even if the second record is owned by the same provider).	-
Total	681

Data is from the EFS Modernization Database as of August 31, 2020.

PROVIDER TYPE

Total number of providers by provider type

Provider Type	Total Providers	Offered SR Only	Offered VPK Only	Both
1. Licensed Private Centers	196	51	44	101
2. License-Exempt Centers	13	5	6	2
3. Large Family Child Care Home	2	1	0	1
4. Licensed Family Child Care Home	27	27	0	0
5. Registered Family Child Care Home	4	4	0	0
6. Private School	11	1	9	1
7. Public School	53	0	49	4

Data is from the EFS Modernization Database as of August 31, 2020.

SCHOOL READINESS PROVIDER REVOCATION

List of any school readiness program provider, by type, whose eligibility to deliver the school readiness program is revoked, including a brief description of the state or federal violation that resulted in the revocation

Provider Name	Address	City	County	Provider Type	ELC Narrative
CHILDREN'S CONNECTION SERVICE CENTER, INC.	1139 SR 20	INTERLACHEN	PUTNAM	1. Licensed Private Centers	Threat to child health, safety or welfare.
CYNTHIA PENA MELENDEZ LARGE FAMILY CHILD CARE HOME	1767 BARTLETT AVE	ORANGE PARK	CLAY	3. Large Family Child Care Home	Failure to comply with terms of probation.
TREE HOUSE ACADEMY OF FERNANDINA BEACH	2120 WILL HARDEE RD	FERNANDINA BEACH	NASSAU	1. Licensed Private Centers	Failure to comply with terms of probation.

VOLUNTARY PREKINDERGARTEN PROVIDER REVOCATION

List of any voluntary prekindergarten program provider, by type, whose eligibility to deliver the voluntary prekindergarten program is revoked, including a brief description of the state violation that resulted in the revocation

Provider Name	Address	City	County	Provider Type	ELC Narrative
CHILDREN'S CONNECTION SERVICE CENTER, INC.	1139 SR 20	INTERLACHEN	PUTNAM	1. Licensed Private Centers	Action or lack of action which threatens the health and safety or welfare of children

Data is from the EFS Modernization Database as of August 31, 2020.

CHILDREN SERVED BY PROVIDER

The total number of children served in each provider facility

[For these data, see Appendix, Tab I.]



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Provider Name	Address	City	County	Children Served		
				Unduplicated Total	School Readiness	VPK
A BRIGHT BEGINNING CHILDCARE, INC.	1650 WELLS RD	ORANGE PARK	CLAY	124	79	47
A CHILD'S CASTLE CHRISTIAN LEARNING CENTER	4115 CRILL AVE	PALATKA	PUTNAM	76	60	22
A CHILD'S GARDEN, INC	7442 STATE ROAD 21	KEYSTONE HGTS	CLAY	181	121	64
A FUN PLACE TO BE INC	10440 US 1 N UNIT 111, 112, 113	ST AUGUSTINE	ST. JOHNS	39	25	15
A SAFE HAVEN ACADEMY, LLC	1209 CARR STREET	PALATKA	PUTNAM	77	72	6
ABBATE'S DAY CARE INC DBA KIDZ KLUBHOUSE	349 BLANDING BLVD	ORANGE PARK	CLAY	85	62	25
ABC CHILDCARE & LEARNING CENTER LLC	627 S 5TH ST	MACCLENNY	BAKER	81	60	28
ACADEMY OF RISING STARS INC	314 N HIGHWAY 17	PALATKA	PUTNAM	62	50	14
ADVENT LUTHERAN PRESCHOOL	2156 LOCH RANE BLVD	ORANGE PARK	CLAY	17	0	17
ALL KIDS LEARNING CENTER	1215 IDLEWILD AVENUE	GREEN COVE SPRINGS	CLAY	8	8	0
ALLEN FAMILY CHILD CARE HOME	114 OAKDALE DRIVE	PALATKA	PUTNAM	5	5	0
AMELIA ISLAND ACADEMY	1336 S 14TH ST	FERNANDINA BEACH	NASSAU	44	26	20
ANASTASIA BAPTIST ACADEMY	1650 AIA SOUTH	ST AUGUSTINE	ST. JOHNS	42	5	37
ANCIENT CITY CHRISTIAN ACADEMY	28 SEVILLA ST	ST AUGUSTINE	ST. JOHNS	10	0	10
ANDERSON DAYCARE	31 PALMER ST	ST AUGUSTINE	ST. JOHNS	76	76	0
ANDREA GARNER FAMILY DAY CARE HOME	1164 CORTEZ RD	BRYCEVILLE	NASSAU	7	7	0
ANDROMEDA PRESCHOOL	131 SUZANNE AVE	ORANGE PARK	CLAY	40	10	32
ANNUNCIATION CATHOLIC SCHOOL	1610 BLANDING BLVD	MIDDLEBURG	CLAY	20	0	20
ARORA'S CLUBHOUSE	330 ARORA BLVD	ORANGE PARK	CLAY	21	6	15
AUNT BEES LEARNING STATION	37229 ORANGE STREET	ORANGE PARK	NASSAU	36	18	20
BACKPACK UNIVERSITY	2569 COUNTY ROAD 220 UNIT 207	HILLIARD	CLAY	88	77	19
BAKER COUNTY PRE-K/KINDERGARTEN CENTER -I	362 SOUTH BLVD E	MIDDLEBURG	CLAY	175	38	155
BARTRAM ACADEMY II	196 EVEREST LANE SUITE 4-9	MACCLENNY	BAKER	99	18	82
BARTRAM ACADEMY, INC	164 EVEREST LN STE 1	SAINT JOHNS	ST. JOHNS	12	12	0
BAYSIDE PRESCHOOL	501D ANASTASIA BLVD	ST AUGUSTINE	ST. JOHNS	19	0	19
BEARING THE CROSS ACADEMY	9960 LIGHT AVE	HASTINGS	ST. JOHNS	8	8	0
BEFORE AND AFTER SCHOOL @ CALLAHAN COMMUNITY CENTER	45237 MICKLER ST	CALLAHAN	NASSAU	2	2	0
BEFORE AND AFTERSCHOOL @ ATLANTIC KIDS C	1205 ATLANTIC AVE	FERNANDINA	NASSAU	2	2	0
BEFORE AND AFTERSCHOOL AT YULEE KIDS CAMPUS	86029 PAGES DAIRY RD	YULEE	NASSAU	4	4	0
BRADFORD CO/BROOKER ELEMENTARY PRE-K	18551 CHARLOTTE AVE	BROOKER	BRADFORD	6	0	6
BRADFORD CO/HAMPTON ELEMENTARY PRE-K	10501 HAMPTON AVENUE	HAMPTON	BRADFORD	16	0	16
BRADFORD CO/LAWTEY ELEMENTARY PRE-K	22703 PARK ST	LAWTEY	BRADFORD	20	3	18
BRADFORD CO/SOUTHSIDE ELEMENTARY PRE-K	823 STANSBURY ST	STARKE	BRADFORD	47	8	42
BRADFORD CO/STARKE ELEMENTARY PRE-K	1000 W WELDON ST	STARKE	BRADFORD	66	24	51
BRADFORD PRESCHOOL & LEARNING CENTER INC.	407 W WASHINGTON STREET	STARKE	BRADFORD	106	106	0
BRANDY'S CHILD CARE CENTER	142 MASTERS DR	ST AUGUSTINE	ST. JOHNS	206	206	0
BRIGHT START SCHOOL AND DAYCARE	217 WELLS RD	ORANGE PARK	CLAY	23	23	0
BRIGHTON DAY ACADEMY, INC.	1705 STATE ROAD 16	ST AUGUSTINE	ST. JOHNS	189	141	54
BROWNING-PEARCE ELEMENTARY SCHOOL	100 BEAR BOULEVARD	ST AUGUSTINE	PUTNAM	35	0	35
BUILDING BLOCKS ACADEMY LLC	45110 THIRD AVE	SAN MATEO	PUTNAM	24	24	0
BUILDING BLOCKS ACADEMY LLC DBA KIDZ ISLAND	45264 THIRD AVE	CALLAHAN	NASSAU	124	64	63
BYRD FAMILY DAY CARE HOME	970 N VOLUSIA ST	CALLAHAN	NASSAU	20	20	0



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	ST AUGUSTINE	ST. JOHNS	Children Served	
			29	29
BYRD FAMILY DAYCARE HOME	830 BROACH ST	ST. JOHNS	29	0
CAMP LICCARDI	85198 PHILLIPS RD	NASSAU	2	0
CASTLE BROOK ACADEMY, INC	2755 OLD MOULTRIE RD	ST. JOHNS	219	2
CATHEDRAL EARLY LEARNING CENTER	10 SEBASTIAN AVENUE	ST. JOHNS	49	210
CATHEDRAL PARISH SCHOOL	259 ST. GEORGE ST.	ST. JOHNS	20	15
CCSD - ARGYLE ELEMENTARY SCHOOL	2625 SPENCER PLANTATION BLVD	ST. JOHNS	13	29
CCSD - BRONCO BUILDING BLOCKS AT MIDDLEBURG HIGH	3750 COUNTY ROAD 220	CLAY	13	0
CCSD - CHARLES E. BENNETT ELEMENTARY SCHOOL	1 SOUTH OAKRIDGE AVENUE	CLAY	13	13
CCSD - DOCTORS INLET ELEMENTARY SCHOOL	2634 COUNTY ROAD 220	CLAY	11	0
CCSD - FLEMING ISLAND EAGLETS	2233 VILLAGE SQUARE PARKWAY	CLAY	13	0
CCSD - FLEMING ISLAND ELEMENTARY SCHOOL	4425 LAKESHORE DRIVE	CLAY	7	13
CCSD - KAMPUS KIDS AT ORANGE PARK HIGH SCHOOL	2300 KINGSLEY AVE	CLAY	10	0
CCSD - KEYSTONE HEIGHTS ELEMENTARY	335 SW PECAN STREET	CLAY	13	10
CCSD - LAKE ASBURY ELEMENTARY	2901 SANDRIDGE RD	CLAY	10	10
CCSD - LITTLE PAWS LEARNING CENTER	466 MADISON AVE	CLAY	11	0
CCSD - LITTLE SQUIRES AT OAKLEAF HIGH SCHOOL	4035 PLANTATION OAKS BLVD	CLAY	7	11
CCSD - MCRAB ELEMENTARY SCHOOL	6770 COUNTY RD 315C	CLAY	11	0
CCSD - OAKLEAF VILLAGE ELEMENTARY SCHOOL	410 OAKLEAF VILLAGE PARKWAY	CLAY	11	11
CCSD - PLANTATION OAKS ELEMENTARY	4150 PLANTATION OAKS BLVD	CLAY	13	0
CCSD - RIDEOUT ELEMENTARY SCHOOL	3065 APALACHICOLA BLVD	CLAY	6	13
CCSD - S BRYAN JENNINGS ELEMENTARY SCHOOL	215 CORONA DRIVE	CLAY	11	0
CCSD - SHADOWLAWN ELEMENTARY SCHOOL	2945 COUNTY ROAD 218	CLAY	15	11
CCSD - SWIMMING PEN CREEK ELEMENTARY	1630 WOODPECKER LN	CLAY	13	0
CCSD - TYNES ELEMENTARY SCHOOL	1550 TYNES BLVD	CLAY	22	22
CCSD - W E CHERRY ELEMENTARY SCHOOL	420 EDSON DRIVE	CLAY	25	0
CCSD - WILKINSON ELEMENTARY SCHOOL	4965 COUNTY RD 218	CLAY	8	0
CCSD-ROBERT M. PATERSON ELEMENTARY	5400 PINE AVENUE	CLAY	0	25
CHAPPELL SCHOOLS LONGLEAF	1520 LONGLEAF PINE PARKWAY	CLAY	21	0
CHILDREN'S CONNECTION SERVICE CENTER, INC.	1139 SR 20	CLAY	24	0
CHILDREN'S ELITE PRESCHOOL	5418 COUNTY ROAD 23B	ST. JOHNS	9	0
CHILDREN'S WORLD	1206 MOSELEY AVE	ST. JOHNS	49	27
CHILDTIME CHILDREN'S CENTER #314	1510 BUSINESS CENTER DR	PUTNAM	134	22
CITY OF FERNANDINA BEACH PARKS AND RECREATION AT	2500 ATLANTIC AVE	BAKER	121	17
CLAY HILL ELEMENTARY	6345 COUNTY ROAD 218	PUTNAM	41	7
COLLAGE DAY SCHOOL, LLC	171 CANAL BLVD	PUTNAM	227	36
CREEKSIDE CHRISTIAN PRESCHOOL	92 LIFESPING WAY	CLAY	113	221
CRESCENT CITY CHRISTIAN ACADEMY	2701 S US HIGHWAY 17	NASSAU	10	73
CROOMS FAMILY DAY CARE HOME	105 THICKET LN	CLAY	12	42
CROSSWATER CHRISTIAN ACADEMY	211 DAVIS PARK RD	JACKSONVILLE	10	0
CYNTHIA PENNA MELENDEZ LARGE FAMILY CHILD CARE HOME	1767 BARTLETT AVE	CLAY	12	0
D & G CHILDCARE AND LEARNING CENTER, INC.	1210 SAINT JOHNS AVE	ST. JOHNS	68	12
DEERWOOD ACADEMY ST. JOHNS	990 FLORA BRANCH BLVD	ST. JOHNS	42	7
DISCOVERY PRESCHOOL & CHILDCARE, INC.	2890 MOODY AVE	PUTNAM	7	0
DONNA ROBERSON FAMILY DAY CARE HOME	43110 RATLIFF RD	PUTNAM	20	5
		ST. JOHNS	18	20
		CLAY	5	0
		PUTNAM	90	18
		ST. JOHNS	80	0
		CLAY	56	77
		NASSAU	2	17
			2	0

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Provider Facility	Address	County	Children Served	
			2019	2020
EARLY IMPRESSIONS @ MIDTOWN, INC.	463159 STATE ROAD 200, UNIT 4	YULIEE	141	87
EARLY IMPRESSIONS AT BLACKROCK INC.	464073 STATE ROAD 200 UNIT 16	YULIEE	66	42
EDMA SCHOOL DBA PRIMROSE SCHOOL OF JULINGTON CRE	480 STATE ROAD 13	JACKSONVILLE	45	0
ENKTON ACADEMY, INC.	4490 COUNTY ROAD 13 S	ELKTON	33	33
ENCHANTED FOREST ACADEMY, INC.	3475 OLD MOULTRIE RD	ST AUGUSTINE	53	43
EPISCOPAL CHILDREN'S SERVICES CALLAHAN HEAD START	45089 THIRD AVE	CALLAHAN	11	0
EPISCOPAL CHILDREN'S SERVICES BAKER HEAD START AND	402 S 8TH ST	MACCLENNY	36	0
EPISCOPAL CHILDREN'S SERVICES GREEN COVE SPRINGS HS	1107 MARTIN LUTHER KING JR BLVD	GREEN COVE SPRINGS	27	0
EPISCOPAL CHILDREN'S SERVICES MIDDLEBURG HS	2506 BLANDING BLVD	MIDDLEBURG	20	0
EPISCOPAL CHILDREN'S SERVICES ORANGE PARK HEAD STA	15 BELMONT BLVD	ORANGE PARK	31	0
EPISCOPAL CHILDREN'S SERVICES PECK HEAD START	516 S 10TH ST SUITE 100	FERNANDINA BEACH	18	0
EPISCOPAL CHILDREN'S SERVICES STARKE HEAD START/EAL	1080 PINE ST	STARKE	8	0
FAITH CHRISTIAN ACADEMY OF NE FL, INC.	96282 BRADY POINT ROAD	FERNANDINA BEACH	52	0
FIRST ASSEMBLY OF GOD, INC/SCHOOL OF HEIGHTS	3170 COUNTY ROAD 215	MIDDLEBURG	21	21
FIRST BAPTIST PRESCHOOL	3111 SAINT JOHNS AVE	PALATKA	41	14
FIRST CLASS LEARNING CENTER	212 S 5TH ST	PALATKA	42	7
FIRST IMPRESSIONS SCHOOL INC	939 BLANDING BLVD	ORANGE PARK	69	11
FIRST STEPS EDUCATION	617271 W BRANDIES AVE	CALLAHAN	51	0
FIRST UNITED METHODIST CHURCH PRESCHOOL	5095 LAKESHORE DR W	FLEMING ISLAND	7	0
FOX MEADOWS CHRISTIAN DAYCARE	3227 OLD JENNINGS RD	MACCLENNY	28	0
FRUIT COVE BAPTIST WEEKDAY PRESCHOOL	501 STATE ROAD 13	MIDDLEBURG	29	0
FUN LITTLE YEARS CHILD CARE AND LEARNING CENTER	728 BLANDING BLVD UNIT 1	JACKSONVILLE	89	0
FUTURE LITTLE LEARNERS 2	527 S SUMMIT ST	ORANGE PARK	15	9
GENEVA PRESBYTERIAN PRESCHOOL	1755 STATE ROAD 13	CRESCENT CITY	66	66
GIDDY UP PRESCHOOL & DAYCARE INC	551411 US HIGHWAY 1	SAINT JOHNS	15	0
GINGERBREAD LEARNING CENTER	30 KNIGHT BOXX RD	HILLIARD	52	0
GOD'S GRACE LEARNING CENTER	2714 WOOD STORK TRL	ORANGE PARK	100	76
GOD'S LITTLE CREATIONS CHILD CARE CENTER LLC	405 PINE STREET	ORANGE PARK	8	8
GOOD SAMARITAN LEARNING TREE	3813 OLD JENNINGS RD	PALATKA	170	163
GRACE LEARNING ACADEMY INC	2665 OLD MOULTRIE RD	MIDDLEBURG	22	0
GRANDMA'S DAY CARE, INC.	35 GRANT ST	ST AUGUSTINE	45	31
GRANDMA'S LEARNING CENTER LLC	525 PALMETTO AVE	ST AUGUSTINE	34	25
GREEN GABLES DAY SCHOOL LLC	3420 SAINT JOHNS AVE	CRESCENT CITY	35	35
GUESSA SCHOOL DBA PRIMROSE SCHOOL OF ST. JOHNS FORE	180 GATEWAY CIR	PALATKA	65	51
GUTIERREZ FAMILY DAY CARE HOME	2952 S US HIGHWAY 17	JACKSONVILLE	48	0
HAPPY HANDS FAMILY HOME CHILD CARE LLC	86145 LOFTON CT	YULIEE	22	22
HICKORY GROVE EARLY LEARNING CENTER	310 S OAKRIDGE AVE	GREEN COVE SPRINGS	11	5
HIDDEN LITTLE TREASURES LEARNING CENTER	1461 FRUIT COVE ROAD SOUTH	SAINT JOHNS	95	49
HOPE CHRISTIAN ACADEMY	3900 SE STATE ROAD 100	STARKE	17	0
I AM A PROMISE PRESCHOOL	27521 W 1ST AVE	STARKE	54	54
IMAGINATION ISLAND OF FLEMING ISLAND	2280 VILLAGE SQUARE PKWY	HILLIARD	42	0
IN LOVING HANDS TOO/SCHOOL KIDZ HANGOUT	165 SE NIGHTINGALE ST	FLEMING ISLAND	67	0
INTERLACHEN ELEMENTARY SCHOOL	251 S COUNTY RD 315	KEYSTONE HGTS	68	48
		INTERLACHEN	39	0



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Provider Facility	Address	City	Children Served
ISLAND PREP PRESCHOOL	4171 A1A SOUTH	ST. AUGUSTINE	51
ISLAND PREP WEST	150 BLACKFORD WAY	ST. AUGUSTINE	0
ISLAND VIEW CHILD CARE	900 PARK AVE	ST. JOHNS	56
IVY LEAGUE ACADEMY	2350 MARKET DRIVE	ORANGE PARK	14
JAMES A LONG ELEMENTARY SCHOOL	1400 OLD JACKSONVILLE HIGHWAY	FLEMING ISLAND	14
JAXSON'S FAMILY DAYCARE	110 STILLWELL AVE	PALATKA	56
JC ACADEMY LLC DBA/THE LEARNING EXPERIENCE	65 BENTON LN	PALATKA	19
JOHNSON FAMILY DAY CARE HOME	1021 N 15TH ST	ST. AUGUSTINE	3
KEARSE FAMILY DAY CARE HOME	111 E PALMETTO ST	PALATKA	2
KEONON FAMILY DAY CARE HOME	1822 HUSSON AVENUE	PALATKA	16
KELLEY SMITH ELEMENTARY SCHOOL	141 KELLEY SMITH SCHOOL ROAD	PALATKA	17
KIDS WORLD ACADEMY OF FLORIDA	2121 CONSTITUTION DR	PALATKA	10
KID'S WORLD CHILD CENTER, INC.	5390 COUNTY ROAD 218	ORANGE PARK	28
KIDSFIRST LEARNING CENTER OF FIRST BAPTIST CHURCH OF	2645 BLANDING BLVD	MIDDLEBURG	114
KIDZ IN ACTION	108 N 15TH STREET	MIDDLEBURG	77
KINDER COLLEGE	7121 E MOUNT VERNON ST	PALATKA	35
KINDERCARE LEARNING CENTER	2590 RACE TRACK ROAD	BAKER	131
KINDERCARE LEARNING CENTER #1601	1735 EAGLE HARBOR PKWY	JACKSONVILLE	129
KINDERCARE LEARNING CENTER 301217	12000 SAWGRASS VILLAGE DR	ST. JOHNS	41
KINDERCARE LEARNING CENTER 301553	200 N RIDGECREST LN	ORANGE PARK	31
KINGDOM KIDS CHRISTIAN CHILDCARE	1485 US HIGHWAY 1 S	CLAY	86
L & M'S KIDDIE KORNER LLC	101 SUZANNE AVE	CLAY	48
LA PETITE ACADEMY CR 220	3150 COUNTY ROAD 220	ORANGE PARK	106
LA PETITE ACADEMY NIX BOAT YARD RD	135 NIX BOAT YARD ROAD	CLAY	55
LA PETITE ACADEMY US HIGHWAY 17	4321 US HIGHWAY 17	ST. JOHNS	13
LADYBIRD ACADEMY OF OAKLEAF	1001 OAKLEAF PLANTATION PKWY	ST. JOHNS	16
LADYBIRD ACADEMY OF ST. JOHNS	380 ISLESBROOK PKWY	ST. JOHNS	60
LAKE ASBURY LEARNING CENTER, LLC	2781 HENLEY RD	CLAY	56
LAKESIDE ELEMENTARY	2752 MOODY AVE	ST. JOHNS	6
LAMB EARLY EDUCATION CENTER	601 CENTRE ST	GREEN COVE SPRINGS	62
LEAPS & BOUNDS PRESCHOOL	4717 COUNTY ROAD 218	ORANGE PARK	60
LEWIS FAMILY DAY CARE HOME	201 CEDAR AVE	CLAY	29
LIGHTHOUSE PREP	61 PALMETTO AVENUE	CLAY	11
LIL VOYAGERS ACADEMY, INC.	111 DOCTORS VILLAGE DR # 200	FERNANDINA BEACH	11
LINDA SCOTT FAMILY DAYCARE HOME	1697 BARTLETT AVE	MIDDLEBURG	0
LITTLE CHILD STEPS LEARNING ACADEMY LLC	461 OLD HIGHWAY 17	PALATKA	81
LITTLE FLOWERS OF ST. FRANCIS	895 PALM VALLEY ROAD	ST. AUGUSTINE	32
LITTLE HANDS AT WORK, LLC	1015 MARTIN LUTHER KING JR BLVD	ST. JOHNS	32
LIVING WATERS PRESCHOOL	2189 STATE ROAD 13	ORANGE PARK	87
LOVE BLOSSOMING CHRISTIAN FAMILY HOME CHILD CARE	6947 NW COUNTY ROAD 229	CRESCENT CITY	20
LOVE CARE DAYCARE LEARNING CENTER 2 LLC	400 N STATE ROAD 19 STE 45	PONTE VEDRA	6
LOVE N & LEARNING 3	202 W MARKET RD	GREEN COVE SPRINGS	59
LOVE N & LEARNING CHILDCARE CENTER	17484 HARRELL ST	SWITZERLAND	13
LOVE'N & LEARNING 2	10228 N DIVISION ST	STARKE	4
		ST. JOHNS	0
		BRADFORD	82
		PUTNAM	2
		BRADFORD	124
		BRADFORD	112
		BRADFORD	101
		BRADFORD	67
		BRADFORD	55
		BRADFORD	16
		BRADFORD	16
		BRADFORD	0



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								Children Served	
LOVING LAMBS CHILDCARE CENTER OF HASTINGS, INC.	132 GILMORE ST	HASTINGS	ST. JOHNS	45	45	0	0		
MARKALE GRAHAM FAMILY DAY CARE HOME	504 TANNERSTONE CT	ORANGE PARK	CLAY	2	2	0	0		
MELON ELEMENTARY SCHOOL	301 MELLON ROAD	PALATKA	PUTNAM	29	0	29	0		
MELROSE ELEMENTARY SCHOOL	401 STATE ROAD 26	MELROSE	PUTNAM	21	0	21	0		
MEMORIAL LUTHERAN CHAPEL SCHOOL	3375 US HIGHWAY 1 S	ST AUGUSTINE	ST. JOHNS	20	0	20	0		
MIDDLETON-BURNEY ELEMENTARY SCHOOL	1020 HUNTINGTON ROAD	CRESCENT CITY	PUTNAM	56	0	56	0		
MIDWAY LEARNING CENTER	8682 STATE ROAD 21	MELROSE	BRADFORD	70	42	30	0		
MOSELEY ELEMENTARY SCHOOL	1303 JASMINE ST. STE 105	FERNANDINA BEACH	NASSAU	20	0	20	0		
MRS. VANESSA LEARNING LODGE INC	1100 HUSSON AVENUE	PALATKA	PUTNAM	18	0	18	0		
MRS. VANESSA LEARNING RANCH INC.	9730 S GLEN AVE	GLEN SAINT MARY	BAKER	80	71	12	0		
MRS. VANESSA'S LEARNING BLOCKS	162 SOUTH BLVD WEST	MACCLENNY	BAKER	43	35	9	0		
MY GOOD WORKS CHILDCARE CENTER	522 S 7TH ST	MACCLENNY	BAKER	78	78	0	0		
NANA AND GEEGEE'S PRESCHOOL	999 BLANDING BLVD LOT 13	ORANGE PARK	CLAY	3	3	0	0		
NORTHSHORE CHRISTIAN ACADEMY PRESCHOOL	45367 GREEN AVE	CALLAHAN	NASSAU	50	43	11	0		
O.P.K. SOUTH OF MIDDLEBURG	7415 NW COUNTY ROAD 225	STARKE	BRADFORD	32	32	0	0		
O2B KIDS 7, LLC	3425 HABITAT DR	MIDDLEBURG	CLAY	47	26	24	0		
O2B KIDS PALENCIA MONTESSORI ACADEMY	1821 TOWN CENTER BLVD	FLEMING ISLAND	CLAY	149	75	79	0		
O2B KIDS VILLAGE NORTH	332 PASEO REYES DR	ST AUGUSTINE	ST. JOHNS	16	0	16	0		
O2B KIDS VILLAGE SOUTH	5970 US HIGHWAY 1 N	ST AUGUSTINE	ST. JOHNS	97	36	63	0		
OAKLEAF PRESCHOOL & CHILDCARE INC DBA THE GODDARD	145 LEWIS POINT RD	ST AUGUSTINE	ST. JOHNS	210	170	43	0		
OCHWILLA ELEMENTARY SCHOOL	415 MELDRUM LN	ORANGE PARK	CLAY	49	6	43	0		
ORANGE PARK KINDERGARTEN	299 NORTH STATE ROAD 21	HAWTHORNE	PUTNAM	19	0	19	0		
ORANGE PARK PRESBYTERIAN CHURCH PRESCHOOL	3050 MOODY AVE	ORANGE PARK	CLAY	82	68	19	0		
ORANGE PARK PRESCHOOL / LEARNING CENTER, INC.	1905 PARK AVE	ORANGE PARK	CLAY	22	0	22	0		
PALMER CATHOLIC ACADEMY	99 COLLEGE DR	ORANGE PARK	CLAY	136	96	45	0		
PASSMORE FAMILY DAY CARE HOME	4889 PALM VALLEY ROAD	PONTE VEDRA BEACH	ST. JOHNS	36	0	36	0		
PASSMORE FAMILY DAY CARE HOME	545 AIA N	PONTE VEDRA BEACH	ST. JOHNS	42	0	42	0		
PINWOOD CHRISTIAN ACADEMY	106 SPRUCE LN	PALATKA	PUTNAM	6	6	0	0		
PRECIOUS NEW BEGINNINGS DAYCARE & LEARNING ACADEMY	198 KNIGHT BOXX ROAD	MIDDLEBURG	CLAY	39	0	39	0		
PRESBYTERIAN DAY SCHOOL	743 S WALNUT ST	STARKE	BRADFORD	58	58	0	0		
PRIMROSE SCHOOL OF FLEMING ISLAND	32 SEVILLA ST	ST AUGUSTINE	ST. JOHNS	30	0	30	0		
PRIMROSE SCHOOL OF FLEMING ISLAND	2031 TOWN CENTER BLVD.	FLEMING ISLAND	CLAY	71	12	59	0		
PRIMROSE SCHOOL ON CROSSWATER PARKWAY	2031 TOWN CENTER BLVD	FLEMING ISLAND	CLAY	59	0	59	0		
PROMISETOWN PRESCHOOL-AT PVPC	785 CROSSWATER PARKWAY	PONTE VEDRA	ST. JOHNS	64	17	48	0		
PUMPKIN PATCH CHILDCARE 2	4510 PALM VALLEY ROAD	PONTE VEDRA	ST. JOHNS	32	0	32	0		
REGINA HAYES FAMILY DAY CARE HOME	1139 STATE ROAD 20	INTERLACHEN	PUTNAM	108	98	13	0		
RIVER PRESCHOOL	806 LIGHTWOOD CT	ORANGE PARK	CLAY	4	4	0	0		
ROACH FAMILY DAY CARE HOME	5900 US HIGHWAY 17	FLEMING ISLAND	CLAY	47	0	47	0		
ROBERTS FAMILY DAY CARE HOME	2050 RYAN RD	ST AUGUSTINE	ST. JOHNS	3	3	0	0		
ROOTS AND WINGS LEARNING CENTER	1322 WASHINGTON ST	PALATKA	PUTNAM	4	4	0	0		
ROUND LAKE ACADEMY LLC	210 COMMERCE LAKE DR	ST AUGUSTINE	ST. JOHNS	62	0	62	0		
SAN JUAN DEL RIO CATHOLIC SCHOOL	3800 CRILL AVE	PALATKA	PUTNAM	97	92	5	0		
SATTERWHITE FAMILY DAY CARE HOME	1714 SR 13	ST JOHNS	ST. JOHNS	40	0	40	0		
	13257 N COUNTY ROAD 23A	MACCLENNY	BAKER	5	5	0	0		



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Provider Facility	Address	City	Children Served
SICSD - CARDINAL ACADEMY AT CUNNINGHAM CREEK ELE	1205 ROBERTS ROAD	ST. JOHNS	21
SICSD - CROOKSHANK ELEMENTARY SCHOOL	1455 N WHITNEY ST	ST. JOHNS	0
SICSD - CUNNINGHAM CREEK ELEMENTARY SCHOOL	1205 ROBERTS RD	ST. JOHNS	69
SICSD - DURBIN CREEK ELEMENTARY	4100 RACE TRACK RD	ST. JOHNS	14
SICSD - LITTLE DOLPHINS AT KETTERLINUS ELEMENTARY	67 ORANGE ST	ST. JOHNS	9
SICSD - LITTLE LEARNING LEADERS AT WARDS CREEK ELE	6555 STATE ROAD 16	ST. JOHNS	19
SICSD - LITTLE MANATEES AT OME	207 MASON MANATEE WAY	ST. JOHNS	0
SICSD - OCEAN PALMS ELEMENTARY SCHOOL	355 LANDRUM LN	ST. JOHNS	21
SICSD - OSCEOLA ELEMENTARY	1605 OSCEOLA ELEMENTARY RD	ST. JOHNS	32
SICSD - OTIS MASON ELEMENTARY	207 MASON MANATEE WAY	ST. JOHNS	14
SICSD - PICOLATA CROSSING ELEMENTARY SCHOOL	2675 PACETTI RD	ST. JOHNS	69
SICSD - SOUTH WOODS ELEMENTARY	4750 STATE ROAD 206 W	ST. JOHNS	50
SICSD - TECH TOTS	2980 COLLINS AVE	ST. JOHNS	12
SICSD - THE WEBSTER SCHOOL	420 N ORANGE ST	ST. JOHNS	39
SICSD - TIMBERLIN CREEK ELEMENTARY	555 PINE TREE LN	ST. JOHNS	24
SICSD - TIMBERLIN CREEK LITTLE EAGLES LEARNING CENT	555 PINE TREE LN	ST. JOHNS	45
SICSD - WARDS CREEK ELEMENTARY SCHOOL	6555 STATE ROAD 16	ST. JOHNS	14
SONSHINE CHRISTIAN ACADEMY PRESCHOOL	45082 FRANK BROOKINS DRIVE	ST. JOHNS	19
SONSHINE INN DAY CARE	304 PARK ST	NASSAU	11
ST AUGUSTINE PUBLIC MONTESSORI SCHOOL	7 WILLIAMS ST	PUTNAM	61
ST LUKE CHILDCARE CENTER	1608 BLANDING BLVD	ST. JOHNS	41
ST. GILES CHILDREN'S CENTER	116 FOXRIDGE RD	CLAY	14
ST. MICHAEL ACADEMY	228 N 4TH ST	CLAY	42
ST. THERESE OF THE CHILD JESUS EARLY LEARNING CENTE	2468 COUNTY ROAD 210 WEST	FERNANDINA BEACH	16
STAY-N-PLAY DAY CARE CENTER INC.	627 S US HIGHWAY 17	SAINT JOHNS	32
STEP BY STEP LEARNING CENTER	1986 CITRONA DR	PUTNAM	50
STEP BY STEP LEARNING CENTER II	95734 AMELIA CONCOURSE	NASSAU	61
STEPHENS FAMILY DAY CARE HOME	1062 DORADO DR	NASSAU	38
STRAWTER FAMILY DAY CARE HOME	600 N ST JOHNS STREET	NASSAU	27
SUGAR BEAR'S LEARNING CENTER	305 TAMMY STREET	ST. JOHNS	165
SUGAR N SPICE	3211 MOODY AVE	ST. JOHNS	1
SUNSHINE SCHOOL READINESS	163 SOUTH BLVD W	ST. JOHNS	6
TENDER HEARTS CHILD CARE	29 CINNAMON ST	PUTNAM	6
TENDER HEARTS CHILD CARE - VPK	20 CINNAMON ST	CLAY	64
THE CARTER ACADEMY	306 N MAIN ST	BAKER	98
THE CHILDREN'S CORNER INC	1720 SMITH ST	MIDDLEBURG	110
THE CHILDREN'S FARM	7536 SE 11TH AVE	MIDDLEBURG	29
THE FUTURE LITTLE LEARNERS CENTER LLC	725 N SUMMIT ST	CLAY	33
THE GODDARD SCHOOL EXECUTIVE WAY	45 EXECUTIVE WAY	ORANGE PARK	62
THE GODDARD SCHOOL JULINGTON PLAZA	100 JULINGTON PLAZA DR	STARKE	53
THE LEARNING EXPERIENCE	70 GREENLEAF DR	CRESCENT CITY	23
THE RAINBOW FAMILY EDUCATION CENTER	501 W WASHINGTON STREET	PONTE VEDRA BEACH	16
THE VILLAGE ACADEMY'S WEBSTER EXTENDED DAY	420 N ORANGE ST	ST. JOHNS	89
THE WEBSTER SCHOOL EXTENDED DAY	420 NORTH ORANGE STREET	ST. JOHNS	45
		ST. JOHNS	27
		BRADFORD	6
		ST. JOHNS	4
		BRADFORD	35
		ST. JOHNS	35
		ST. JOHNS	8
		ST. JOHNS	9
		ST. JOHNS	0



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Children Served

Data is from the EFS Modernization Database as of August 31, 2020.
School Readiness and VPK counts based on payment data as of the August 2020 Payment Report Period.

FISCAL SUMMARY

Fiscal Summary

During the 2019-2020 fiscal year, the coalition’s total operating budget was \$ 39,297,594.

PROGRAM FUNDS

Segregation of School Readiness Program funds, Voluntary Prekindergarten Education Program funds, Coronavirus Aid, Relief, and Economic Security Act funds, Preschool Development Grant funds and other local revenues available to the coalition.

School Readiness funds	\$ 18,625,798
Voluntary Prekindergarten Education Program funds	\$ 14,250,676
Coronavirus Aid, Relief, and Economic Security Act funds	\$ 3,171,983
Preschool Development Grant funds	\$ 102,994
Other Local Revenues	\$ 13,701
Total	\$ 35,919,358

DETAILS OF EXPENDITURES BY FUND SOURCE

Details of expenditures by fund source, including total expenditures for administrative activities, quality activities, nondirect services, and direct services for children.

	School Readiness	VPK	Other Local Revenues	Dollars
Administrative Activities	\$ 700,833	\$ 500,239	\$	\$ 1,201,075
Quality Services	\$ 1,995,427	\$	\$ 13,701	\$ 2,009,128
Nondirect Services	\$ 1,116,403	\$	\$	\$ 870,609
Direct Services for Children	\$ 14,813,135	\$ 13,750,437	\$	\$ 28,563,572
Total	\$ 18,625,798	\$ 14,250,676	\$ 13,701	\$ 32,644,381

COALITION STAFF AND RELATED EXPENDITURES

Total number of coalition staff and the related expenditures for salaries and benefits. For any subcontracts, the total number of contracted staff and the related expenditures for salaries and benefits.

	Number of Staff	Expenditures for Salary and Benefits
Early Learning Coalition Staff	7.95	\$ 661,025
Subrecipient Staff	36.70	\$ 2,389,315
Total	44.65	\$ 3,050,340

VI. New/Unfinished Business

I. Approval of Revisions to the 2020-2021 Budget for Early Learning Coalition of North Florida*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of revisions to the 2020-2021 budget for Early Learning Coalition of North Florida.
Reason for Recommended Action	<p>On Nov13, 2020, Office of Early Learning sent a revision to the Notice of Award for the 2020-2021 Grant Year. The revision added PDG services revenue, CARES revenue, and changed SR allocations.</p> <p>This budget revision adds the additional award amount to projected revenue for those programs and applies all of those funds to the projection for Direct Services provided by Episcopal Children Services.</p> <p>If not approved, we will not have a budget that reconciles to the Notice of Award.</p>
How the Action will be accomplished	Board Approval and submission to OEL.

Early Learning Coalition of North Florida

Preliminary Budget

FY 2020-2021

As of Nov 13, 2020

	2019-2020	07.01.2020	09.01.2020	11.13.2020
	2020-2021	2020-2021	2020-2021	2020-2021
Notice of Awards	Annual Budget	Annual Budget	Annual Budget	Annual Budget
School Readiness (SR)	\$ 18,278,285	\$ 18,278,285	\$ 18,457,902	\$ 19,250,875
OAMI	23,485	23,485	16,618	16,618
PDG Services	132,424	132,424	163,364	201,655
CARES	0	0	4,830,678	4,238,970
Voluntary PreKindergarten (VPK)	14,878,087	14,878,087	14,924,803	14,924,803
Total Notice of Award	\$ 33,312,281	\$ 33,312,281	\$ 38,393,365	\$ 38,632,921
Subrecipient Expense				
School Readiness (SR)	17,298,637	17,298,637	17,448,254	18,241,227
OAMI	23,485	23,485	16,618	16,618
PDG Services	132,424	132,424	163,364	201,655
CARES	0	0	4,830,678	4,238,970
Voluntary PreKindergarten (VPK)	14,820,864	14,820,864	14,867,400	14,867,400
Total Subrecipient Expense	\$ 32,275,410	\$ 32,275,410	\$ 37,326,314	\$ 37,565,870
Grant Funds Available to ELC of North FL	\$ 1,036,871	\$ 1,036,871	\$ 1,067,051	\$ 1,067,051
Other Donations and Revenue				
Interest Income	\$ 530	\$ 530	\$ 530	\$ 530
Clay Electric Foundation	5,000	15,000	15,000	15,000
Kiwanis	1,000	750	750	750
Reinhold	750	750	750	750
Quality Teacher's Conference	6,500	6,500	6,500	6,500
Miscellaneous Donations	2,000	2,000	2,000	2,000
Total Revenues	\$ 1,052,651	\$ 1,062,401	\$ 1,092,581	\$ 1,092,581
ELC of North Florida Estimated Expense				
Salaries	\$ 592,000	\$ 569,401	\$ 579,868	\$ 579,868
PR Taxes	47,576	47,000	47,363	47,363
Health Insurance & HSA Contributions	112,000	121,000	121,000	121,000
Pension	27,000	27,000	27,000	27,000
Life, Disability, and WC	9,500	15,000	15,000	15,000
Staff Development	8,000	8,500	8,500	8,500
Contract Services	3,000	3,000	3,000	3,000
Auditing	15,000	15,000	15,000	15,000
Legal	500	500	500	500
Printing & Reproduction	2,000	2,000	2,000	2,000
Repairs & Maintenance	1,075	1,000	1,000	1,000
Office Sites - Occupancy	47,000	50,000	50,000	50,000
Postage, Freight & Delivery	1,795	2,000	2,000	2,000
Rentals - Office Equipment	5,000	5,000	5,000	5,000
Office Supplies	9,500	10,000	10,000	10,000
Communications	14,700	15,000	15,000	15,000
D & O Insurance	2,800	2,800	2,800	2,800
General Liability	3,900	4,500	4,500	4,500
Equipment <\$1,000	3,500	2,500	3,500	3,500
Equipment >\$1,000	2,000	2,000	2,000	2,000
Travel - In State	3,000	3,500	3,500	3,500
Travel - Out of State	6,000	6,500	6,500	6,500
Travel - Local	6,500	7,000	7,000	7,000
Bank Fees	600	600	600	600
Software/Licenses/Support	11,500	13,000	14,000	14,000
Web Service	24,000	26,000	26,000	26,000
Other employee expenditures	1,000	2,000	2,000	2,000
ADP Fees	6,700	6,900	7,500	7,500
Dues & Subscriptions	12,000	14,000	14,000	14,000
Taxes, Licenses and Fees	450	450	450	450
Misc. - Other Current Charges	3,055	4,250	4,250	4,250
Quality Program	70,000	75,000	91,750	91,750
Total ELC North Florida Estimated Expense	1,052,651	1,062,401	1,092,581	1,092,581
Surplus or (Loss)	0	0	0	0

VI. New/Unfinished Business

J. Approval of ELCNF Clay County Office Lease Extension to January 31, 2023 and Rental Increase to \$750 per Month*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of ELCNF Clay County Office Lease Extension to January 31, 2023 and Rental Increase to \$750
Reason for Recommended Action	<p>Staff requests board approval to approve the lease extension of the ELCNF Clay County Office.</p> <p>The space is 600 square feet with two large offices, half bath and storage area for supplies. The rent will be increased from \$700 per month to \$750 per month and includes water. The office houses our Clay County Outreach Assistant, our Clay County Reading Pals resource room and library as well as provides a conference area for training.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would need to find new comparable office space for Clay County staff and Reading Pal Volunteers and our Clay County Literacy Outreach programs could be less effective in delivering the quality and level of service expected and renowned for.
How the Action will be accomplished	Approval of lease agreement extension and rental increase listed above.



Discover Property Management, Inc.

LEASE EXTENSION ADDENDUM

This agreement, made this 23rd day of November 2020, is agreed to and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased.

PREMISES ADDRESS: 3620 Peoria Rd, Orange Park FL 32065

TENANT Early Learning Coalition of North Florida, Inc. (PRINT)

TENANT _____ (PRINT)

TENANT _____ (PRINT)

ALL PROVISIONS OF THE LEASE AGREEMENT SHALL APPLY UNLESS IN CONFLICT WITH THIS ADDENDUM IN WHICH CASE THIS ADDENDUM SHALL APPLY.

The current Lease Agreement which expired/expires on January 31, 2021 is hereby extended until January 31, 2023.

*The rent to increase to \$750.00 starting February 1st 2021 and continue through to the expiration date.

TENANT(s):

Date Tenant(s): _____

PROPERTY MANAGER:


Date Property Mgr : 11/23/2020

VI. New/Unfinished Business

K. Approval of ELCNF St. Augustine Office Lease Extension to February 28, 2023*

***ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of ELCNF St. Augustine Office Lease Extension to February 28, 2023
Reason for Recommended Action	<p>The Coalition requests board approval to extend the lease of the St. Augustine Office located at 2450 Old Moultrie Road, Ste #103. The current lease ends on February 28, 2021 and the new lease extension will start on March. 1, 2021 and expire on February 28, 2023.</p> <p>This office space is considered the Coalition’s main office and houses the CEO, the two Finance Managers, the Early Outreach Manager and the Office Manager as well an additional Outreach Assistant. In addition, there is the main Reading Pals resource room and storage/conference room space.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would need to find comparable office space for the St. Augustine main office.
How the Action will be accomplished	Approval of the lease extension listed above.

FIRST AMENDMENT EXTENDING TERM OF LEASE

THIS AMENDMENT (the "Amendment") is made and entered into this 2nd day of September, 2020, by and between DAVID A. and CATHERINE G. MANCINO, whose address is 2450 Old Moultrie Road, Suite 301, St. Augustine, FL 32086 ("Landlord") and THE EARLY LEARNING COALITION ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease on October 11, 2017, which was effective as of March 1, 2018 and expires February 28, 2021, for commercial space located at 2450 Old Moultrie Road, Suite 103, St. Augustine, FL 32086, in that certain building known as Moultrie Place (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth below:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Paragraph 2. (a) TERM: The first sentence of Paragraph 2 of the Lease is hereby deleted and replaced with the following:

The term of this Lease shall commence on the 1st day of March, 2021 (the "Commencement Date") and expire on the 28th day of February, 2023 (the "Expiration Date").

Paragraph 2. (c) TERM: Deleted in its entirety.

Paragraph 3. RENT: Deleted in its entirety and replaced with the following:

For the first year of this Lease, monthly rent for the demised premises shall be One thousand Four Hundred Eighty Five Dollars and Eighty Cents (\$1485.80), plus sales or use tax, payable in advance, on or before the first day of each and every month throughout the term of this Lease; provided however, that if the lease term shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of the calendar month, the rental for such fractional month shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month. Said rent shall be paid without demand, set-off or deduction. This monthly rent equals \$13.11 per square foot per annum.

Except as expressly amended by this Amendment, all of the terms and conditions of the Original Agreement and Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

WITNESSES:

Jessie Gail Atkins
(Witness Signature)

Jessie Gail Atkins
(Printed Name)

Rhonda L Cody
(Witness Signature)
Rhonda L Cody
(Printed Name)

LANDLORD:

By: David A. Mancino
David A. Mancino, Owner

By: Catherine G. Mancino
Catherine G. Mancino, Owner

TENANT:

By: Dawn E. Bell

By: 10/26/20

VI. New/Unfinished Business

L. Review of Board Membership- INFORMATIONAL

BOARD MEMBERSHIP SUMMARY
As of December 4, 2019

Position	Name	Term Start Date	Term End Date
BAKER			
Total Private Sector	0		
BRADFORD			
Total Private Sector	0		
CLAY			
Governor Appointee Private Sector	Ron Coleman	November 22, 2013	April 30, 2016
Governor Appointee Private Sector	*Brian H. Graham	May 14, 2015	April 30, 2019
Private Sector	Vina Delcomyn	September 2020	September 2024
Total Private Sector	3		
NASSAU			
District Superintendent of Schools or Designee	*Kristi Simpkins	December 2013	December 2021
Total Private Sector	0		
PUTNAM			
Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act	Marsha Hill	March 2018	March 2022
County Health Department Director or Designee	Mary Garcia	December 2017	December 2021
ST. JOHNS			
Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality	James Johns	March 2020	March 2024
Head Start Director	Brian McElhone	July 2017	July 2021
Governor Appointee Private Sector CHAIR	Nancy Pearson, <i>Chair</i>	November 22, 2013	April 30, 2021
Private Sector	Mike Siragusa	September 2018	September 2022
Private Sector	Michelle Jonihakis	December 2018	December 2022
Private Sector	Kyle Gammon	September 2019	September 2023
Total Private Sector	4		
MULTI COUNTIES			
DCF Regional Administrator or Designee	Charles Puckett	December 2018	December 2022
Regional Workforce Board Executive Director or Designee	*Renee Williams, (Baker, Clay, Nassau, Putnam, St. Johns)	September 2014	September 2022
President of a Florida College System or Designee	* Dr. Myrna Allen, <i>Treasurer</i>	September 2014	September 2022

	(Clay, Putnam, St. Johns)		
Representative of Private For-Profit Child Care Providers	Patricia Tauch (Clay County)	January 2019	January 2023
Representative of Faith Based Child Care Providers	Theresa Little, (Putnam, St. Johns)	December 7, 2016	December 7, 2020
Central Agency Administrator	Teresa Matheny (All Counties)	September 21, 2016	NA
Private Sector	Aubrie Simpson Gotham, <i>Secretary</i> (St. Johns)	December 2018	December 2022
Private Sector	Joy Stanton, <i>Vice Chair</i> (St. Johns)	March 2020	March 2024
Total Private Sector	2		
Combined Total Private Sector (<i>Must comprise MORE THAN 1/3 of total Board Membership</i>):	9		
TOTAL MEMBERSHIP	20		

Second 4 year term

- **Ron Coleman-** Governor appointee for the private sector has filed paperwork with the Governor's office for approval of a second term. I received word that Ron is approved, just waiting on documentation.
- **Nancy Pearson-** Governor appointee for the private sector has filed her paperwork with the Governor's office for approval of a second term and has been approved. Nancy's new term is from August 30, 2018 to April 30, 2021.
- **Dr. Myrna Allen-** Term date is September 2018; she has served one term and has been reappointed as the Designee by President Joe Pickens of St. Johns River State College to serve a second term. The Board approved Dr. Allen's second term on the September 19, 2018 meeting. Dr. Allen's second term expires September 2022. (President of a Florida College system designee)
- **Renee Williams-** Term date is September 2018; she has served one term and has been reappointed for a second term as the Designee by President Bruce Ferguson of the Regional Workforce Board. The Board approved R. Williams second term on the September 19, 2018 meeting. R. Williams second term expires September 2022. (Regional Workforce Board Executive Director or Designee)
- **Joy Stanton-**Term date is March 16,2020. The Board approved J. Stanton's second term on the March 11, 2020 meeting. J. Stanton's second term expires March 2024.
- **Mandatory Seats:** All mandatory seats have been filled.

- **Combined Total Private Sector** (*Must be comprised of MORE THAN 1/3 of total Board Membership*): 1/3 of 20 45%. We currently have 9 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 20 board members.

VII. Board Absenteeism Log

INFORMATIONAL

BOARD

MBER ABSENTEEISM LOG

By-Laws Unexcused absences from two (2)

3.2.8. Mandated

members with three (3) consecutive

X = Attended

MEMBER NAME	9/11/2019	No Meeting Oct-19	No Meeting Nov-19	12/4/2019	No Meeting Jan-20	No Meeting Feb-20	3/11/2020	No Meeting Apr-20	No Meeting May-20	6/10/2020	No Meeting July-20	No Meeting August-20	9/09/2020
Allen, M.	X			X			X			X			X
Coleman, R.	EXCUSED			X			X			X			X
Delcomyn, V.	No longer a member			No longer a member			No longer a member			No longer a member			X
Deputy, A.	No longer a member			No longer a member			No longer a member			No longer a member			No longer a member
Gammon, K.	New Member			X			X			X			X
Garcia, M.	X			X			EXCUSED			X			X
Graham, B.	X			EXCUSED			EXCUSED			EXCUSED			X
Hill, M.	X			EXCUSED			EXCUSED			X			X
Johns, J.	No a member			No a member			EXCUSED			X			X
Jonihakis, M.	X			X			X			X			X
Little, T.	X			X			X			X			X
Matheny, T	X			X			X			X			X
McElhone, B.	EXCUSED			X			X			X			X
Pearson, N.	X			EXCUSED			EXCUSED			EXCUSED			EXCUSED
Puckett, C.	EXCUSED			EXCUSED			X			X			X
Simpkins, K.	EXCUSED			X			EXCUSED			X			X
Simpson-Gotham, A.	X			X			X			X			X
Siragusa, M.	X			EXCUSED			X			X			X
Smith, J.	X			EXCUSED			No longer a member			No longer a member			No longer a member
Stanton, J.	X			X			X			X			X
Tauch, P.	X			X			X			X			X
Williams, R.	X			X			X			X			X

VIII. Board Comment

IX. Next Meetings

- Wednesday, February 3, 2021 10:30 a.m. –
Exec/Admin Committee Conference Call
Meeting
- Wednesday, March 10, 2021, 10:30 a.m.-
Board Meeting at
**Renaissance World Golf Village and Convention
Center**

X. Adjournment*

***ACTION ITEM**

Board Members Memorandum of Voting Conflict

INFORMATIONAL

MEMORANDUM OF VOTING CONFLICT FOR BOARD MEMBERS

LAST NAME, FIRST NAME, MIDDLE NAME MATHENY, TERESA		
MAILING ADDRESS 8443 BAYMEADOWS ROAD JACKSONVILLE	CITY JACKSONVILLE	COUNTY DUVAL
NAME OF BOARD OR COMMITTEE ELC OF NORTH FLORIDA		DATE ON WHICH THE VOTE OCCURRED: DECEMBER 2, 2020

Per OEL-PG-003-10(6)(b) and F.S. 112.3143(3)(a):

Each voting member shall:

1. Prior to the vote being taken, publicly state the nature and extent of any conflict of interest and abstain from voting or participating when a conflict of interest exists.
2. Abstain from voting.
3. Within 15 days after the vote occurs, complete and file this Memorandum form with the person responsible for recording the minutes of the meeting, who then shall incorporate this Memorandum form in the minutes.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Teresa Matheny, hereby disclose that on December 2, 2020:

(a) A measure came or will come before me which will (check one)

- inure to my special private gain or loss;
- inure to the special gain or loss of my business associate, _____;
- inure to the special gain or loss of my relative, _____;
- inure to the special gain or loss of Episcopal Children's Services, Inc. by whom I am retained; or
- inure to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before me and the nature of my conflicting interest is the measure as follows:

B. Approval of Episcopal Children's Services 2020/2021 Contract Amendment #0002-20*

D. **Retro Active Approval (effective 09/01/2020)** of ELC of North Florida – University of Florida/Lastinger Center and Episcopal Children's Services Early Learning Florida Contract effective 09/01/20-08/31/21*

G. Approval of 2019-21 School Readiness Plan Amendment #28*

H. Approval of the Management Decision Recommendation for ECS Audit/2020*

11/24/2020
Date Filed

Teresa Matheny
Signature