



BOARD MEETING

June 15, 2022; 10:30 a.m.

Renaissance World Golf Village Convention Center, Troon Meeting Room

Conference Call: 888-296-6500, Guest Code: 966582

TENTATIVE AGENDA

****Action Item***

- I. Call to Order/Roll Call**
- II. Public Comment**
- III. Review of Delegation of Authority items**
- IV. Approval of March 9, 2022 Board Meeting Minutes***
- V. Staff and Committee Reports**
 - A. CEO Report- Verbal
 - B. Finance Manager's Report
 - C. 3rd Quarter Program Update
 - D. 3rd Quarter Early Literacy Report
 - E. Executive Administrative Committee (*no meetings to report on*)
- VI. New/Unfinished Business**
 - A. Approval of the Preliminary ELCNF Budget for 2021/2022*
 - B. Approval of the Episcopal Children's Services 2022/2023 Primary Service Provider Contract*
 - C. APPROVAL - RETRO ACTIVE of Episcopal Children's Services 2021/2022 Contract Amendment #0005-21*
 - D. Approval of the ELC of North Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 9/01/21 – 8/31/22 AMENDMENT #1 (05/03/22)*
 - E. Approval of the ELC of North Florida – University of Florida/Lastinger Center and Episcopal Children's Services Early Learning Florida Contract Effective 9/01/21 – 8/31/22 AMENDMENT #1*
 - F. Approval of 2019-21 School Readiness Plan Amendment #33*
 - G. Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan 2022/2023*
 - H. Approval of the Accounting and Financial Policies and Procedures revisions*
 - I. Approval to the Coalition's information Technology Systems and Security Policies and Procedures Manual *
 - J. Approval of the Revisions to the Coalition's Personnel Policies and Procedures Manual*
 - K. Approval of the Revisions to the Coalition's Procurement of Commodities and/or Contractual Services Policies and Procedures Manual*



- L. Approval of Web/Marketing Consulting Contract with Creative Types/Amy Lyn D'Alesio for 2022-2023*
- M. Approval of the RFQ Committee's recommendation for External Auditing Services Contract – **HANDOUT** *
- N. Approval of the DCF Designee Board Member Cassandra Virgo*
- O. Approval of the 2021-2022 Meeting Schedule *
- P. Board Self Evaluation-Discussion - **HANDOUT**

VII. Review of Board Membership-INFORMATIONAL

VIII. Board Absenteeism Log – INFORMATIONAL

IX. Board Comment

X. Next Meetings

- Wednesday, August 3, 2022, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, September 14, 2022, 10:30 a.m. – ANNUAL Board Meeting

XI. Adjournment*

I. Call to Order/Roll Call

II. Public Comment

III. Review of Delegation of Authority Items

**IV. Approval of March 9, 2022
Board Meeting Minutes***

***ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

BOARD MEETING

The World Golf Village and Convention Center
Renaissance World Golf Village and Convention Center
March 9, 2022
10:30 a.m.

ATTENDANCE

Members Present:

Dr. Myrna Allen
Jessica Bishop
Vina Delcomyn
Joy Farris, *Interim Chair*
Whitney Kersey-Graves
Mary Ann Holanchock
Michelle Jonihakis 0
Theresa Little
Teresa Matheny
Marsha Peacock
Aubrie Simpson-Gotham, *Vice Chair*
Christian Whitehurst
Renee Williams

Members Absent:

Ronald Coleman -*excused*
Kyle Gammon, *excused*
Brian Graham, *excused*
Brian McElhone, *excused*
Michael Siragusa, *excused*
Patricia Tauch, *excused*
Andrew Warnock, *excused*
Rebecca Chandler, *excused*

Staff Present:

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

Others Present:

Jessica Stallings, Board member nominee
Leslie Barstow, Board member nominee

CALL TO ORDER/ROLL CALL

J. Farris called the meeting to order at 10:35 am. Roll Call was taken by M. Hanson; quorum was met with 13 of the 20 board members in attendance.

PUBLIC COMMENT

No comments.

REVIEW OF DELEGATION OF AUTHORITY ITEMS

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 emailed to all Board Members with no discussion or questions on the items reviewed.

**Board Meeting
March 9, 2022**

APPROVAL OF DECEMBER 1, 2021 ANNUAL BOARD MEETING MINUTES*

- 1.** T. Little motioned to approve the December 1, 2021 Board Meeting Minutes. C. Whitehurst seconded the motion. No discussion-motion passed unanimously.

REVIEW AND APPROVAL OF 2020-21 AUDIT

Rich Cassidy of Moss, Krusick and Associates presented the results of the ELCNF 2020-2021 Audit. Financial statements were reviewed and summarized regarding the financial position of ELC of North Florida. There were no findings or discrepancies noted and overall, this was a clean audit. The Audit material was emailed to all Board members.

- 2.** W. Kersey Graves motioned to accept and approve the 2020-21 Audit as presented. M. Holanchock seconded the motion. No discussion, motion passed unanimously.

STAFF AND COMMITTEE REPORTS

A. CEO Report-Verbal

D. Bell discussed the recent DEL monitoring commenting that this year was the worst they have endured, not the results, but the process. There were no additional updates discussed

B. FINANCE MANAGER'S REPORT

S. Pettijohn and C. Spell presented the following report:

Desk Reviews and Audits

Desk Reviews and Audits

We are currently undergoing the Annual DEL Monitoring review and the Q2 Expenditure Validation Review.

Q2 Financial Statements (see attachment)

Attached are the Q2 financial statements for FY 2021-22. The Coalition's year to date surplus is slightly greater than was budgeted. Grant expenses are less than anticipated at this time and in direct proportion to the reduction in grant revenue.

Targets and Restrictions

VPK Admin percentage was 4.0% at end of December which is in line with our target of 4%. SR Administration was 4.2% at the end of December which is less than our target of 5%. All other targets and restrictions remain in alignment with Grant requirements.

Early Learning Coalition of North Florida

FY 2021-2022

As of Dec 31, 2021

	2021-2022	Jul-Dec 2021	Q2 2021-22	Favorable
Notice of Awards	Annual Budget	Estimated Budget	YTD Actual	(Unfavorable)
School Readiness (SR)	\$ 22,031,549	\$ 11,015,774.50	9,183,664	\$ (1,832,111)
PDG Services	179,161	89,581	27,396	(62,185)
CRRSA	10,825,067	9,215,968	9,215,968	0
ESSER	116,033	0	0	0
ARP	32,122,431	0	0	0
Voluntary PreKindergarten (VPK)	14,695,013	7,347,507	7,576,668	229,162
Total Notice of Award	\$ 79,969,254	\$ 27,668,830	\$ 26,003,696	\$ (1,665,134)
Subrecipient Expense				
School Readiness (SR)	\$ 20,933,056	\$ 10,466,528.00	\$ 8,710,014	\$ 1,756,514.00
PDG Services	179,161	89,581	27,396	62,185
CRRSA	10,825,067	9,215,968	9,215,968	0
ESSER	116,033	0	0	0
ARP	32,122,431	0	0	0
Voluntary PreKindergarten (VPK)	14,638,494	7,319,247	7,568,581	(249,334)
Total Subrecipient Expense	\$ 78,814,242	\$ 27,091,324	\$ 25,521,959	\$ 1,569,365
Grant Funds Available to ELC of North FL	\$ 1,155,012	\$ 577,506	\$ 481,737	\$ (95,769)
Other Donations and Revenue				
Interest Income	\$ 530	\$ 265	308	\$ 43
Clay Electric Foundation	15,000	0	0	0
Kiwanis	750	0	0	0
Reinhold	1,000	0	0	0
Quality Teacher's Conference	5,000	0	0	0
Miscellaneous Donations	2,000	1,000	3,937	2,937
Total Revenues	\$ 1,179,292	\$ 578,771	\$ 485,982	\$ (92,789)
ELC of North Florida Estimated Expense				
Salaries	\$ 595,000	\$ 297,500	\$ 242,514	\$ 54,986
PR Taxes	63,000	31,500	18,280	13,220
Health Insurance & HSA Contributions	129,000	64,500	69,648	(5,148)
Pension	30,000	15,000	9,050	5,950
Life, Disability, and WC	15,000	7,500	4,794	2,706
Staff Development	9,500	4,750	8,089	(3,339)
Contract Services	3,000	1,500	11,260	(9,760)
Auditing	15,000	3,500	3,000	500
Legal	500	250	0	250
Printing & Reproduction	3,000	1,500	0	1,500
Repairs & Maintenance	1,000	500	0	500
Office Sites - Occupancy	60,000	30,000	22,253	7,747
Postage, Freight & Delivery	3,750	1,875	1,365	510
Rentals - Office Equipment	5,200	2,600	1,812	788
Office Supplies	10,000	5,000	3,633	1,367
Communications	18,000	9,000	10,008	(1,008)
D & O Insurance	2,900	2,900	2,491	409
General Liability	4,800	4,800	8,982	(4,182)
Equipment <\$1,000	4,500	2,250	0	2,250
Equipment >\$1,000	3,500	1,750	0	1,750
Travel - In State	6,000	3,000	5,668	(2,668)
Travel - Out of State	7,500	3,750	0	3,750
Travel - Local	7,500	3,750	634	3,116
Bank Fees	600	300	35	265
Software/Licenses/Support	17,000	8,500	4,602	3,898
Web Service	32,000	16,000	14,795	1,205
Other employee expenditures	3,000	1,500	70	1,430
ADP Fees	8,000	4,000	3,469	531
Dues & Subscriptions	14,000	7,000	9,370	(2,370)
Taxes, Licenses and Fees	500	250	77	173
Misc. - Other Current Charges	6,800	3,400	1,314	2,086
Quality Program	98,000	39,000	27,172	11,828
Total ELC North Florida Estimated Expense	1,177,550	578,625	484,385	94,240
Surplus or (Loss)	\$ 1,742	\$ 146	\$ 1,597	\$ 1,451

C. 2ND QUARTER PROGRAM UPDATE

T. Dixon presented the following report:

Coalition Activities:

- The Coalition received additional notices of awards and the Episcopal Children's Services (ECS) Contract Amendment #4 is in today's packet.
- The Coalition/Episcopal Children's Services 2020/2021 Contract closed-out on schedule and with no issues.
- The RFQ (Request for Qualifications) for External Auditing Services No. 2022-01 procurement processes began. The solicitation document is in today's board packet for approval, and committee members have been selected.
- Coalition and ECS staff attended the AELC (Association of Early Learning Coalitions) Leadership Conference the week of October 25, 2021 in Daytona.
- Coalition staff completed the annual review of all administrative policies for any needed updates. Those revisions are in today's board packet for approval.
- Coalition staff started their annual review of Information Technology Policies and Procedures and anti-virus refresher trainings.

Episcopal Children's Services (ECS) Contract Monitoring:

The 2021/2022 First Quarter Monitoring was performed November 5 - 19, 2021. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. One additional area of review was the Annual Data and Data Security Systems Review. From this review, there were six compliance issues that mostly only required staff refresher training sessions. The trainings were held in time for ECS's response to the draft report.

The 2021/2022 Second Quarter Monitoring is scheduled for February 14 – 28, 2022. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review will be the School Readiness Plan Compliance II. E. Quality Performance Report review and the Fiscal Non-direct Costs review for 1st and 2nd quarters.

ALL full reports are available upon request.

D. 2ND QUARTER EARLY LEARNING LITERACY REPORT

Highlights:

Teacher of the Year: In December, the 2021 teachers of the year were selected from a very large stack of nominees. The Infant/Toddler winner was Amy Finkley, a 30-year teaching veteran from Deerwood Park Academy in St. Johns and the Pre-School winner was Marisol Buitrago from Green Cove Springs Head Start/VPK center. The winners receive a \$500 cash prize thanks to Kaplan Early Learning and the Clay Electric Foundation and were honored by prize patrol and in person at the ELC of N. Florida's annual Early Educators Conference held January 29, 2022.

Literacy Outreach:

ELC Days at Amazing Grace Crop Maze: The ELCNF hosted two field trip days at the Amazing Grace Crop Maze in Green Cove Springs on October 19 and 21. Twenty two schools came out to enjoy all the farm themed activities including a hay ride, corn maze, farm animal fun and more. ELC staff and volunteers were on hand providing an extra FALL themed craft. Each child received a FREE farm themed book and each school received a bag of assorted FALL books.

Read for the Record: The ELC participated in the 2022 Read for the Record campaign sponsored by JumpStart and the Pearson Foundation. Each year participants all over the world try to break the world record of reading the same book on the same day to the most children. This year's book was "Amy Wu and the Patchwork Dragon" by Kat Zhang. The ELCNF provided any school that wanted Two FREE copies of the book along with an activity packet of extension ideas to do along with the book. 92 school participated for a total of 6,120 children.

Literacy programs: The ELC launched a new Five Senses Science program in November. It is a very interactive program where the kids explore all of their five senses and even learn about animals with super senses. The children explore sound through playing instruments, they experience many textures by making their own touch book and they get to test their smelling smarts by playing a mystery scents game. Eight programs were put on this quarter in St. Johns County. Each child receives a free book called "My Five Senses" by Aliko and the classroom receives a large resource bag of Five Sense teaching materials for their classroom.

Mother Goose (aka Susan Murphy, outreach assistant) also hit the road this quarter by visiting 10 pre-k classes in the Putnam County School District. This program focuses on rhyming with a emphasis on nursery rhymes.

ELCNF Volunteer Program: This quarter was much better for recruiting and training new volunteers. Ten new volunteers were trained and either placed as a weekly reader in a local preschool or trained to assist in the ELC outreach literacy programs. In December, two Holiday/meetings were held and people came out and were eager to start volunteering again since COVID.

NEW/UNFINISHED BUSINESS**APPROVAL OF 2019-21 SCHOOL READINESS PLAN AMENDMENT #32***Revisions:

The following School Readiness Plan Attachments were revised:

Revisions/Updates Required:

- Attach I.F. and I.J. ECS Procurement and Disbursements 091521 (Revisions needed upon ECS review)
- Attach V A ELC Subrecipient Monitoring Schedule 2223
- Attach V A ELC Subrecipient 2223 Monitoring Narrative (Episcopal Children's Services monitoring plan for next fiscal year)

- 3.** A. Simpson-Gotham motioned to approve the School Readiness Plan Amendment #32. M. Holanchock seconded the motion. No discussion, motion passed unanimously.

APPROVAL OF EPISCOPAL CHILDREN’S SERVICES 2021/2022 CONTRACT AMENDMENT #0004-21*

Revisions:

- A. Items **#1, 2, and 6** were to update contract narratives and Attachment 9 for the School Readiness Budget and Additional School Readiness-Related Programs due to the 11/30/21 and 02/10/22 Notices of Awards that were issued:
 - Added \$71,188 to School Readiness funding for Quality Performance Incentives (QPI).
 - Replaced former “CARES” section “A” with The American Rescue Plan Act (ARPA) Stabilization funding of \$32,122,431.
 - Added in section “C” \$19,500 for Phase V Provider grants from the Coronavirus Response and Relief Supplemental Act (CRRSA) grant.
 - Added section “E” for Program Assessments funding of \$47,229.
- B. Items **#3, 4, 5 and 7** were to add sections to contract narratives and Attachment 10 for the Additional VPK-Related Programs due to the 12/22/21 Notice of Award that was issued:
 - Added \$116,033 for VPK Coordinated Screening / Progress Monitoring services supported by the E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding grant.

- 4.** W. Kersey Graves motioned to the approval of Episcopal Children’s Services 2021/2022 Contract Amendment #0004-21. V. Delcomyn seconded the motion. No discussion, motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION’S OPERATIONAL POLICIES AND PROCEDURES*

Revisions from annual review of policies:

OP302 - Emergency Chief Executive Officer Succession Plan, updated the policy for the Director to be the Office Manager, to match the Bylaws.

- 5.** M. Holanchock motioned to approve the revisions to the Coalition’s Operational Policies and Procedures. A. Simpson-Gotham seconded the motion. No discussion- motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION’S ACCOUNTING AND FINANCIAL POLICIES AND PROCEDURES*

Revisions from annual review of policies:

F203.1 – Matching (In-Kind) and Cost Sharing

- Deleted language regarding volunteer time and services (cannot be used for match)
- Deleted language regarding required local match (no longer required by DEL)

F205 – Billing/invoicing Policies

- Changed financial reports frequency from monthly to quarterly

F301 – Purchasing Policies and Procedures

- Changed ‘vendor folder’ to ‘annual accounts payable folder’
- Updated paragraph regarding W-9s to actual practices

F305 – Accounts Payable Management

- Changed accounts payables processing frequency from bi-weekly to monthly
- Deleted language regarding grouping of vouchers to voucher schedule. Accounting software does this automatically.
- Added a threshold of \$500 for unrecorded liabilities, twice in this policy. This threshold was recommended by DEL staff.
- Added language regarding check requests to “Use of Purchase Orders” section.
- Deleted language regarding aged outstanding purchase request report review from “Use of Purchase Orders” section.
- Changed invoice approvals from Finance Manager to Office Manager.
- Changed employee expense reports being processed during the next vendor payment cycle to the next payroll cycle.
- Deleted checking statements for unprocessed invoices, monthly.
- Added reviewing open purchase orders, annually.
- Changed Finance Manager to Office Manager mailing/emailing W-9s to new vendors for completion.
- Deleted ‘contact name’ from vendor file data.
- Deleted specific tasks from the annual master vendor file audit.
- Deleted public records search for new vendors.

F307 – Cash Disbursements (Check-Writing) Policies

- Changed frequency of check preparation from bi-weekly to monthly.
- Added Electronic Funds Transfers section.
- Added Finance Manager can process stop payments.

F309 – Payroll and Related Policies

- Deleted wage comparability study section.

F401 – Cash and Cash Management

- Deleted section regarding Florida laws for unclaimed property.
- Added ‘contracted subrecipient’ to section that requires dual signatures for wire transfer payments.
- Deleted language that the Executive/Administrative committee will be notified of all newly established EFT recipients.

F405 – Leases

- Deleted section ‘Scheduled Increases in Rent Payments’.

F601 – Financial Statements

- Changed financial statements produced to Board of Directors, instead of Executive/Administrative committee.

F602 – Government Returns

- Corrected due dates for W-2's and 1099's

F701 – Budgeting

- Changed budgets, and changes in budgets presented to and approved by Board of Directors, instead of Executive/Administrative committee.
- Deleted language regarding revised draft budgets.

F703 – Cost Allocation Plan

- Deleted language regarding cost pools being initially allocated.

6. C. Whitehurst motioned to approve the revisions to the Coalition's Accounting and Financial Policies. T. Little seconded the motion. No further discussion- motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION'S INFORMATION TECHNOLOGY SYSEMS AND SECURITY POLICIES AND PROCEDURES MANUAL*

Revisions (from annual review):

IT101 – General Scope,

- Added definition for “ransomware” that has been featured in many security trainings for staff.

IT201 – Use of Coalition IT Property,

- Added IT Vendor task of watching the shredding of computer hard drives after data cleansing – and for disposal.

IT303 - Access and Security,

- Revised DEL's instructions to report a breach of security/security incident immediately and which departments/contacts per the 2021/2022 DEL grant agreement.

IT401 - Back-up Systems and Storage,

- Added IT Vendor required back up services/archiving of emails, Microsoft Sharepoint and TEAMS platforms.

IT601 – Use of Online Services and Emails,

- Added requirement for encrypted emails to third party recipients containing Personal Identifiable Information (PII) or secure information.

7. A. Simpson-Gotham motioned to approve of Revisions to the Coalition's Information Technology Systems and Security Policies and Procedures Manual. M. Allen seconded the motion.

APPROVAL OF REVISIONS TO THE 2021-2022 BUDGET FOR EARLY LEARNING COALITION OF NORTH FLORIDA*

On Feb 10, 2022 The Division of Early Learning sent a revision to the Notice of Award for the 2021-2022 Grant Year. Compared to our previously approved budget this revision 1) awarded \$32,122,431 for the American Rescue Plan Act (ARP), 2) awarded \$116,033 for the Elementary and Secondary School Emergency Relief II Act (ESSER II), and 3) Added \$47,229 for SR Program Assessment. There was a correction after the last NOA of \$19,500 additional to the CRRSA Fund.

- 8.** T. Little motioned to approve the Revisions to the 2021-2022 Budget for Early Learning Coalition of North Florida. C. Whitehurst seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF THE COALITION’S 2022-2023 COOP (CONTINUITY OF OPERATIONS PLAN)*

The COOP (Continuity of Operations Plan) establishes policy and guidance to ensure the continued execution of the mission-essential functions continue should an emergency threaten or incapacitates operations and require the relocation of selected personnel and functions of the Coalition and/or its subcontractor(s).

The COOP is to be revised if needed and submitted to OEL before May 1st of every year. The revisions made to this year’s COOP are:

- Changes in names, titles and contact information.
- Changes in ECS Office Addresses
- Changes were made to reflect the processes that ECS has in place if they were to activate their COOP.

Attachment 9 added for Infectious Disease Emergency Addendum

- 9.** T. Little motioned to approve the Coalition’s 2022-2023 COOP (Continuity of Operations Plan). A. Simpson-Gotham seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF REQUEST FOR QUALIFICATIONS FOR EXTERNAL AUDITING SERVICES (FOR FISCAL YEAR ENDING 06/30/2022)*

To receive new proposals from qualified auditing firms, with at least two years of recent Florida Early Learning Coalition auditing experience.

The awarded firm’s contract would be for Fiscal Year Ending 06/30/2022 (2021/2022), with the option to renew for three additional one-year periods.

- 10.** R. Williams motioned to approve the Request For Qualifications for External Auditing services (for Fiscal Year Ending 06/30/2022) M. Holanchock seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF MEMBER APPOINTED BY PUTNAM COUNTY DISTRICT SUPERINTENDENT OF SCHOOLS JESSICA STALLINGS*

Jessica Stallings currently serves as a Pre-K Curriculum Specialist supporting Putnam County. She has been designated to serve on the board on behalf of Rick Surrency, Superintendent of Putnam County District Schools.

Jessica's term would extend from March 2022 to March 2026.

11. T. Little motioned to approve the appointment by Putnam County District Superintendent of Schools Jessica Stallings. M. Holanchock seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF PRIVATE SECTOR BOARD MEMBER LESLIE BARSTOW*

Leslie Barstow is a Psychiatric Nurse Practitioner with extensive experience working with children and adolescents with mental health disorders. She holds a doctorate in Nursing Practice and currently is with Agape Family Health FQHC in Jacksonville, Fl.

Leslie's term will be March 2022 to March 2026.

12. W. Kersey Graves motioned to approve the Private Sector member Leslie Barstow. V. Delcomyn seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF THE DCF APPOINTEE REBECCA CHANDLER*

Rebecca Chandler currently serves as a Family Services Coordinator supporting the Counties of Clay, Duval and Nassau. She has been designated to serve on the board on behalf of Mala Ramatour, Program Manager for the Department of Children and Families in accordance with the new State established guidelines that two DCF representatives or designees serve on Coalition Boards.

Rebecca's term would extend from March 2022 – March 2026.

13. T. Little motioned to approve the DCF appointee Rebecca Chandler. C. Whitehurst seconded the motion. No further discussion-motion passed unanimously.

REVIEW OF BOARD MEMBERSHIP-INFORMATIONAL

M. Hanson provided a report to the Board that reviewed the members who have resigned and/or gone into an advocate role since the last meeting. Our total board membership is at 22 members with the addition of Jessica Stallings, Leslie Barstow and Rebecca Chandler. There were no questions or comments by the Board.

BOARD ABSENTEEISM LOG

No Comments.

BOARD COMMENTS

No Comments.

NEXT MEETINGS

The next scheduled meetings are as follows:

- Wednesday, May 4, 2022 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, June 15, 2022 10:30 a.m. – Board Meeting

ADJOURNMENT*

- 14.** T. Little motioned for adjournment at 11:38 am
R. Williams seconded the motion. No discussion – motion passed unanimously.

Minutes Submitted By: Marie Hanson, 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

June 15, 2022

Desk Reviews and Audits

We've received the monitoring report from DEL for the monitoring that took place last November. We are preparing our response to DEL due on June 17. We've responded to the questions from the Jul21-Dec21 Desk Review but have not yet received a final report.

Q3 Financial Statements (see attachment)

Attached are the Q3 financial statements for FY 2021-22. The Coalition's year to date surplus is slightly greater than was budgeted. Grant expenses are less than anticipated at this time and in direct proportion to the reduction in grant revenue.

Targets and Restrictions

VPK Admin percentage was 3.5% at end of March which is lower than our target of 4%. SR Administration was 3.9% at the end March which is less than our target of 5%. All other targets and restrictions remain in alignment with Grant requirements.

Susan Pettijohn and Chris Spell

Early Learning Coalition of North Florida

DRAFT

Balance Sheet

As of March 31, 2022

ASSETS

Cash, Operating	\$	3,129,677
Cash, Money Market		61,763
Petty Cash		200
OEL Receivable		2,908,729
Deposits		850
Prepaid Expense		0
Equipment		6,498
Less: Accumulated Depreciation		<u>(6,498)</u>

TOTAL ASSETS \$ 6,101,219

LIABILITIES

Episcopal Children's Services Payable	\$	3,153,530
OEL Advance		3,094,640
Interest due to OEL		615
Accrued Vacation		25,502
Accrued Employee Benefits		<u>1,117</u>

TOTAL LIABILITIES \$ 6,275,403

Net Assets at 6/30/2021 (182,964)

Net change at 03/31/2022 8,780

Total Liabilities and Net Assets \$ 6,101,219

Early Learning Coalition of North Florida
FY 2021-2022
As of Mar 31, 2022

	2021-2022	Jul21-Mar22	Q3 2021-22	Favorable
Notice of Awards	Annual Budget	Estimated Budget	YTD Actual	(Unfavorable)
School Readiness (SR)	\$ 22,031,549	\$ 16,523,661.75	14,155,942	\$ (2,367,720)
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CRRSA	10,825,067	9,215,968	9,215,968	0
ESSER	116,033	0	0	0
ARP	32,122,431	0	16,000,848	16,000,848
Voluntary PreKindergarten (VPK)	14,695,013	11,021,260	11,737,977	716,717
Total Notice of Award	\$ 79,969,254	\$ 36,895,260	\$ 51,213,510	\$ 14,318,250
Subrecipient Expense				
School Readiness (SR)	\$ 20,933,056	\$ 15,699,792.00	\$ 13,449,779	\$ 2,250,013.00
PDG Services	179,161	134,371	102,775	31,596
CRRSA	10,825,067	9,215,968	9,215,968	0
ESSER	116,033	0	0	0
ARP	32,122,431	0	16,000,848	(16,000,848)
Voluntary PreKindergarten (VPK)	14,638,494	10,978,871	11,727,688	(748,818)
Total Subrecipient Expense	\$ 78,814,242	\$ 36,029,001	\$ 50,497,058	\$ (14,468,057)
Grant Funds Available to ELC of North FL	\$ 1,155,012	\$ 866,259	\$ 716,452	\$ (149,807)
Other Donations and Revenue				
Interest Income	\$ 530	\$ 398	525	\$ 127
Clay Electric Foundation	15,000	15,000	15,000	0
Kiwanis	750	0	0	0
Reinhold	1,000	0	0	0
Quality Teacher's Conference	5,000	5,000	5,815	815
Miscellaneous Donations	2,000	1,500	3,975	2,475
Total Revenues	\$ 1,179,292	\$ 888,157	\$ 741,767	\$ (146,390)
ELC of North Florida Estimated Expense				
Salaries	\$ 595,000	\$ 446,250	\$ 367,866	\$ 78,384
PR Taxes	63,000	47,250	27,829	19,421
Health Insurance & HSA Contributions	129,000	96,750	101,636	(4,886)
Pension	30,000	22,500	14,668	7,832
Life, Disability, and WC	15,000	11,250	6,464	4,786
Staff Development	9,500	7,125	10,029	(2,904)
Contract Services	3,000	2,250	11,260	(9,010)
Auditing	15,000	11,250	9,950	1,300
Legal	500	375	0	375
Printing & Reproduction	3,000	2,250	0	2,250
Repairs & Maintenance	1,000	750	0	750
Office Sites - Occupancy	60,000	45,000	35,058	9,942
Postage, Freight & Delivery	3,750	2,813	1,634	1,179
Rentals - Office Equipment	5,200	3,900	3,228	672
Office Supplies	10,000	7,500	5,740	1,760
Communications	18,000	13,500	13,625	(125)
D & O Insurance	2,900	2,900	2,491	409
General Liability	4,800	4,800	8,508	(3,708)
Equipment <\$1,000	4,500	3,375	0	3,375
Equipment >\$1,000	3,500	2,625	0	2,625
Travel - In State	6,000	6,000	6,003	(3)
Travel - Out of State	7,500	5,625	0	5,625
Travel - Local	7,500	5,625	1,721	3,904
Bank Fees	600	450	35	415
Software/Licenses/Support	17,000	12,750	6,470	6,280
Web Service	32,000	24,000	22,017	1,983
Other employee expenditures	3,000	2,250	260	1,990
ADP Fees	8,000	6,000	4,771	1,229
Dues & Subscriptions	14,000	10,500	10,195	305
Taxes, Licenses and Fees	500	375	77	298
Misc. - Other Current Charges	6,800	5,100	2,491	2,609
Quality Program	98,000	73,500	58,961	14,539
Total ELC North Florida Estimated Expense	1,177,550	886,588	732,987	153,600
Surplus or (Loss)	\$ 1,742	\$ 1,570	\$ 8,780	\$ 7,210

V. Staff and Committee Reports

C. 3rd Quarter Program Update



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

To: All Board Members
From: Tajaro Dixon, Grants and Operations Manager
Date: April 25, 2022
Subject: 2021/2022 Third Quarter Program Update and Quality Assurance Activities

Coalition Activities:

- The RFQ (Request for Qualifications) for External Auditing Services No. 2022-01 procurement process has concluded. The committee's recommendation for award is in today's board packet for approval.
- The Coalition received the final report (April 13, 2022) for the annual DEL Fiscal Monitoring that occurred March 1-4, 2022. The report included two compliance issues and one observation. The Coalition is currently awaiting the corrective action plan follow-up from DEL. Two of the needed policy revisions are in today's packet for approval. Coalition staff completed additional policy/procedures revisions from the DEL Fiscal Monitoring and they are in today's board packet for approval as well.
- The 2022/2023 Sub-recipient Contract Monitoring Schedule and Narrative Plan were completed and was submitted as part of the School Readiness Plan Amendment #32 included in the March 2022 board packet.
- The annual review and update of the CEO Succession Plan Hand-off report was completed January 28, 2022. (This is a summary report of all essential day-to-day operational information that would be needed in the case of an emergency.)
- The Episcopal Children's Services contract renewal process for 2022/2023 began during third quarter, and is in today's board packet for approval.

Episcopal Children's Services (ECS) Contract Monitoring:

The 2021/2022 Second Quarter Monitoring was performed February 14 – 28, 2022. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the School Readiness Plan Compliance II. E. Quality Performance Report review and the Fiscal Non-direct Costs review for 1st and 2nd quarters. From this review, there were ten compliance issues that required staff refresher training sessions and one new report and process to assist staff with "enrolled vs. attending". The staff trainings were held in time for ECS's response to the draft report.

The 2021/2022 Third Quarter Monitoring is scheduled for May 16 – 27, 2022. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. Additional area of review will be Data Security Systems Updates.

ALL full reports are available upon request.



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V. Staff and Committee Reports

D. 3rd Quarter Early Literacy Report

Early Literacy Manager's Third Quarter Report 2021-2022

Completed by Joan Whitson, Outreach Manager

Highlights:

Early Educators Conference: Held January 29th at the Thrasher Horne Conference Center. This year's keynote speaker was Don Monopoli from the Learning Station. Over 220 participants were in attendance. The afternoon was filled with break-outs sessions featuring different topics from Working with Infants to Emotional Support in the classroom. CEU's were awarded. The 2021 Teacher of the year recipients were honored and received a plaque along with a \$500 cash prize thanks to Kaplan Early Learning and the Clay Electric Foundation. In celebration of Florida Literacy week each attendee received the book "Over in the Jungle" by MaryAnn Berkes. This book tied in with the conference jungle theme, "Fiercely Fearless Educators."

Themed Literacy Programs: During this quarter the outreach team put on the following programs: 14 Five Senses, 2 Eric Carle "Colors", 1 Meet the Masters, 5 Air/Wind Science and 8 Dr. Seuss. All of these programs include an interactive story time program followed by activities to go with the particular theme. These programs are put on directly in local child care/preschool centers. Each child receives a book relating to that theme and the teacher receives a bag of teaching resources to further teach that theme in their classroom. ELC volunteers are very instrumental in the success of these programs providing hands on assistance.

Dr. Seuss Programs: Each March in celebration of Read Across America the ELCNF team puts on Dr. Seuss themed literacy programs in area preschools. A drawing is held at the Early Educators conference for individual schools to receive a program. This year the ELC team hosted two large Dr. Seuss events. The first one was held March 11th at Ravine Gardens State park. The second one was held on March 23rd at the Thrasher Horne Conference Center. These are field trip events for the schools. Over 175 children attended. The programs featured a story time with special guest "The Cat in the Hat" followed by a room full of activities all centered around different Dr. Seuss books. The activities included Cat in the Hat cup stacking, Ten Apples Up on Top block building, Green Eggs and Ham sensory bins, making a Foot Book and lots more. Each child received a FREE Dr. Seuss book and the teachers received a Dr. Seuss themed resource bag with books for their classroom.

Clay Electric Grant: February 8th. The ELCNF was gifted a \$15,000 donation from the Clay Electric Foundation to assist in our on-going outreach work.

Volunteer Reading Program: 45 ELCNF reading volunteers continue to read weekly in local preschools. Volunteers bring the joy of reading to the classroom. This program continues to be very successful and effective.

VI. New/Unfinished Business

A. Approval of the Preliminary ELCNF Budget for 2021/2022*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of preliminary FY2022-23 budget for Early Learning Coalition of North Florida.
Reason for Recommended Action	<p>The attached preliminary budget is an estimate of expected expenses for the upcoming year. At this point we have not received our Notice of Award for FY 2022-23, but are required to operate within a Board approved budget.</p> <p>This budget maintains revenues at the amount used for FY2021-22 and ECS expenses at the contracted amount for FY2021-22. The expenses are estimated based on the prior 12 months of expense. Annual purchase orders for FY2022-23 will be created based on these budgeted amounts.</p> <p>If not approved, we will be operating without an approved budget.</p>
How the Action will be accomplished	Board Approval and submission to OEL.

Early Learning Coalition of North Florida

FY 2022-2023

As of June 15, 2022

	2021-2022	6/15/2022
	Annual Budget	2022-2023 Proposed Budget*
Notice of Awards		
School Readiness (SR)	\$ 22,031,549	\$ 20,020,000
PDG Services	179,161	180,000
CRRSA	10,825,067	500,000
ESSER	116,033	0
ARP	32,122,431	16,000,000
Voluntary PreKindergarten (VPK)	14,695,013	14,000,000
Total Notice of Award	\$ 79,969,254	\$ 50,700,000
Subrecipient Expense		
School Readiness (SR)	\$ 20,933,056	\$ 19,000,000
PDG Services	179,161	180,000
CRRSA	10,825,067	500,000
ESSER	116,033	0
ARP	32,122,431	16,000,000
Voluntary PreKindergarten (VPK)	14,638,494	13,940,000
Total Subrecipient Expense	\$ 78,814,242	\$ 49,620,000
Grant Funds Available to ELC of North FL	\$ 1,155,012	\$ 1,080,000
Other Donations and Revenue		
Interest Income	\$ 530	\$ 600
Clay Electric Foundation	15,000	15,000
Kiwanis	750	0
Reinhold	1,000	0
Quality Teacher's Conference	5,000	5,800
Miscellaneous Donations	2,000	3,900
Total Revenues	\$ 1,179,292	\$ 1,105,300
ELC of North Florida Estimated Expense		
Salaries	\$ 595,000	\$ 595,000
PR Taxes	63,000	59,500
Health Insurance & HSA Contributions	129,000	132,000
Pension	30,000	30,000
Life, Disability, and WC	15,000	9,000
Staff Development	9,500	10,000
Contract Services	3,000	11,000
Auditing	15,000	15,000
Legal	500	500
Printing & Reproduction	3,000	1,000
Repairs & Maintenance	1,000	1,000
Office Sites - Occupancy	60,000	55,000
Postage, Freight & Delivery	3,750	2,500
Rentals - Office Equipment	5,200	4,500
Office Supplies	10,000	10,000
Communications	18,000	19,000
D & O Insurance	2,900	2,600
General Liability	4,800	8,600
Equipment <\$1,000	4,500	3,000
Equipment >\$1,000	3,500	3,400
Travel - In State	6,000	6,000
Travel - Out of State	7,500	6,000
Travel - Local	7,500	4,000
Bank Fees	600	200
Software/Licenses/Support	17,000	9,000
Web Service	32,000	30,000
Other employee expenditures	3,000	3,000
ADP Fees	8,000	7,000
Dues & Subscriptions	14,000	12,000
Taxes, Licenses and Fees	500	500
Misc. - Other Current Charges	6,800	5,000
Quality Program	98,000	50,000
Total ELC North Florida Estimated Expense	1,177,550	1,105,300
Surplus or (Loss)	\$ 1,742	\$ -

* (Budget Expenses based on annualization of Q3 Financial Statements)

VI. New/Unfinished Business

**B. Approval of the Episcopal Children's Services
2022/2023 Primary Service Provider Contract***

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Episcopal Children’s Services 2022/2023 Primary Service Provider Contract
Reason for Recommended Action	<p>Episcopal Children’s Services won the 2022/2023 RFP (Request for Proposals) and this is the contract for their first year of that award.</p> <p>In addition, the Coalition has been satisfied with Episcopal Children’s Services (ECS) performance in all prior years.</p> <p>If this is not done, the following would occur:</p> <ul style="list-style-type: none">• The Coalition would not have a Primary Service Provider contracted for 2022/2023.
How the Action will be accomplished	Board approval and party signatures.

The Early Learning Coalition of North Florida, Inc.
and
Episcopal Children's Services, Inc.

THIS AGREEMENT is made and entered into between the EARLY LEARNING COALITION OF NORTH FLORIDA, INC., hereinafter referred to as the "Coalition", and EPISCOPAL CHILDREN' SERVICES, INC. hereinafter referred to as the "Contractor."

I. GENERAL PROVISIONS

A. Scope of Contract

This contract relates exclusively to the provision of primary School Readiness and Voluntary Prekindergarten (Attachment 1 and Exhibit A) services to the Coalition. This contract incorporates Attachments and Exhibits for a total of **102 pages**. The Contractor shall fulfill its designated responsibility as "Primary Early Learning Services Provider" in the DEL-approved Early Learning Coalition of North Florida Plan (Plan) and is also responsible for invoking all Coalition approved changes to all documents pertaining to the Plan and this Primary Services contract. The Contractor shall request any changes to the contract or this Plan through Coalition staff and the appropriate committee. The Contractor shall submit all required reports listed within this contract and/or any reports requested by the stated deadline and in the proper format per the most current version of this contract and the Coalition's Contracts Report "Table" and "Tickler" documents. All documentation to support the information within these reports are required to be maintained by the Contractor and must be made available to the Coalition upon request. The Coalition, at its sole discretion and upon written request by the Contractor, will consider offering an extension for any listed tasks, timelines, or deliverables. Notification of any deliverable extension granted shall be provided by the Coalition Grant Manager to the Contractor in writing.

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

The Contractor has been determined as a sub-recipient. As such, The Contractor understands and agrees to adhere to all applicable terms and conditions defined in the most current annual GRANT AGREEMENT (including any amendments) between Florida's Division of Early Learning and the Early Learning Coalition of North Florida. This includes any renewals or extensions approved by both DEL and the Coalition's Board of Directors. The Contractor shall comply with the Federal and State laws and regulations within this contract and the grant agreement, including any revision to those laws and regulations made after the execution of this Contract (notification will be provided in writing to the Contractor), in the course of performing services under this Grant Agreement. Upon execution of a mutual agreement between DEL and the Coalition, Episcopal Children's Services (as the Coalition's sub-recipient) is in agreement with the terms and conditions of said contract. This would also include any automatic DEL grant award or grant agreement extensions beyond the fiscal year for the purposes of maximizing carry forward funds and/or minimizing reversions, but would not affect the start date of the next fiscal year's award period. Additionally, the Contractor agrees to comply with all applicable Coalition policies and procedures, and to comply with any newly enacted statutes or rules that supersede the provision of this agreement. The Contractor must comply with State and Federal Single Audit Act requirements and must appropriately classify and account for expenditures

of administrative funds made under contract subject to the **5% administrative cap** for School Readiness Services. It is also required the Contractor submit a cost allocation plan to ensure all expenditures are correctly classified and recorded and personnel activity reports must be completed by each employee on a weekly or bi-weekly basis. The P.A.R.'s must also; (1) reflect an after-the-fact distribution of the actual activity of each employee, (2) account for the total activity for which each employee is compensated, (3) be prepared to coincide with one or more pay periods, and (4) must be signed by the employee and/or supervisor with first-hand knowledge of the employee's performed tasks.

B. Effective Dates

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

C. Governing Laws

1. State Of Florida Requirements

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

2. Federal Requirements

- a) **Clean Air and Water Act:** When applicable, if the aggregated amount of funds awarded under this agreement is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401 et seq.), the Clean Water Act as amended (33 U.S.C. 1251 et seq.), and Environmental Protection Agency regulations (400 C.F.R. part 15). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR part 92.36(i)(12).
- b) **Lobbying:** The Contractor agrees no federal funds received in connection with this contract may be used by the Provider to influence legislation or appropriations pending before the Congress or any State legislature (45 CFR Part 93). If this Agreement provides for or contemplates the use of federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding

Lobbying form. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from the Coalition's C.E.O. All disclosure forms as required by the Certification Regarding Lobbying form (**Attachment 3**) must be completed and returned to the Coalition's C.E.O.

- c) **Immigration and Nationality Act:** The Contractor agrees unauthorized aliens shall not be employed. Employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition. (**Attachment 15, C**)
- d) **E.E.O:** The Contractor certifies it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).
- e) **Drug Free Workplace Act:** If this Agreement provides for or contemplates the use of federal funding in excess of \$100,000, the Contractor agrees to operate in accordance with the Drug-Free Workplace Act of 1988 Common Rule (45 CFR part 82, 2 CFR Part 382). (**Attachment 5**)
- f) **Debarment and Suspension:** When applicable, as required by the regulations implementing Executive Order No. 12549, Debarment and Suspension, 29 C.F.R. 98, 2 CFR Part 376, the Contractor is not presently nor previously within a three-year period preceding the effective date of the Agreement, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (**Attachment 4**)
- g) **Non-Discrimination and Harassment-Free Workplace:** The Contractor shall certify they will not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The Contractor shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts will meet the requirements as set forth in Public Law 105-220, section 188. (**Attachment 15, A**)
- h) **Energy Policy and Conservation Act:** The Contractor agrees it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,). See 45 CFR part 92.36(i)(13).
- i) **Contract Work Hours and Safety Standards:** When applicable, the Contractor agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 as supplemented by 29 CFR Part 5).
- j) **Copeland Anti-Kickback and Davis-Bacon Acts:** When applicable, the Contractor agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C 276c, and supplemented by 29 C.F.R. Part 3) and the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7) regarding labor standards for federally assisted construction sub-agreements.
- k) **Construction or Renovation of Facilities/Purchase of Buses Using Program Funds:** The Contractor is aware pursuant to 45 C.F.R. part 98.54, CCDF, including matching funds, may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds, the Coalition shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.). Funds may not be used for the purchase of buses or to pay for

transportation costs, other than transportation costs designated by special OCA's in DEL OCA Working Definitions document.

l) The Contractor agrees no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the Contractor, except services may be designated for specific client groups as defined by the Division of Early Learning. The Contractor agrees to maintain reasonable access to handicapped persons. (**Attachment 15, A and D**)

m) **CFDA (Catalog of Federal Domestic Assistance) notification - CCDBG, CCDF, TANF, SSBG, and PDG:** The Contractor shall ensure all its activities under the Contract shall be conducted in conformance with the current provisions and regulations required under the:

- 1) Child Care Development Block Grant (hereinafter referred to as "CCDBG"), CFDA number 93.575,
- 2) Child Care and Development Fund (hereinafter referred to as "CCDF"), CFDA number 93.596, 42 USC § 9858 et seq. and section 418 of Title IV-A of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act and subsequent amendments, 42 USC § 618,
- 3) Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), CFDA number 93.558, 42 USC § 601 - 619,
- 4) Social Services Block Grant (hereinafter referred to as "SSBG"), CFDA number 93.667,
- 5) ESSA Preschool Development Grants Birth Through Five (hereinafter referred to as "PDG"), CFDA number 93.434,
- 6) 45 C.F.R. Parts 74, 92, 98 and 99, and 260-265, and
- 7) Other applicable federal regulations and policies promulgated hereunder.

n) **Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995:** The Contractor shall comply with section 507, P.L. 103-333 of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which state to the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

o) **Trafficking Victims Protection Act of 2000:** The Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended 22 U.S.C. 7104(g), of the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, which authorizes the Coalition to terminate the award/agreement, without penalty, if the sub-recipient (a) Engages in severe forms of trafficking in persons during the period of time the award/agreement is in effect; (b) Procures a commercial sex act during the period of time the award/agreement is in effect; or (c) Uses forced labor in the performance of the award/agreement.

p) **Pro-Children Act regarding Environmental Tobacco Smoke:** The contractor agrees to comply with the Pro-Children Act of 2001, 42 U.S.C. 7181 – 7184, which imposes restrictions on smoking in facilities where Federally-funded children's services are provided, and include a similar compliance provision in all approved sub-contracts. The act specifically prohibits smoking in any indoor facility (owned, leased or contracted) where kindergarten, elementary or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased or contracted) where federally-funded health care, child care or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if an agent used federal funds to construct, operate or maintain such facilities. The statute does not apply to children's services provided in private residences, facilities Medicare or Medicaid solely fund, portions of facilities used for inpatient drug or alcohol treatment, or facilities for redeeming Women, Infants, and Children (WIC) coupons. Failure to comply with the law's provisions may result in the imposition of a civil monetary penalty of up to \$1,000 per violation or the imposition of an administrative compliance order on the responsible entity.

- q) **School Readiness Citizenship and Immigration Status:** The Contractor agrees to verify, document and maintain in the child file the determination of citizenship and immigration status of beneficiaries of its School Readiness programs and to ensure a child is determined to be a U.S. citizen, U.S. noncitizen national, or qualified alien. The federal Child Care and Development Fund (CCDF) is subject to requirements of the *Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)*. Title IV of PRWORA requires programs offering federal public benefits to verify the citizenship and immigration status of beneficiaries of those benefits. Children who are in programs subject to Head Start Performance Standards and supported by combined Head Start and CCDF funding are not subject to verification procedures.
- r) **Resource Conservation and Recovery Act (2 CFR § 215.16):** The Contractor agrees to comply with RCRA (P. L. 94-580 codified at 42 U.S.C. 6962), which requires any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002. Section 6002 requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247-254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- s) **Contractor Registration:** The Contractor agrees to comply with 2 CFR 25.110 Data Universal Number System (DUNS) Numbers. In addition, the Contractor agrees to maintain a current registration in the Official U.S. Government System for Award Management (SAM).
- t) **Mandatory Reporting of Fraud and Criminal Activity:** In accordance with 2 CFR §200.113, *Mandatory disclosures*, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the Coalition and DEL all violations involving fraud, bribery or gratuity violations potentially affecting this contract and/or the related federal/grant program(s).
- u) **Certification of Filing and Payment of Federal Taxes:** The Contractor agrees to comply with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523) as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000. (**Attachment 14**)

D. Definitions

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

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

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

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

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

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

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

II. SCOPE OF SERVICE TASKS - School Readiness Program

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

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

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

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

A. ELIGIBILITY AND ENROLLMENT

1. Participation in School Readiness programs shall be provided to children under thirteen (13) years of age (or until the end of the determination period should a child become thirteen (13) years of age during that time) who meet child care eligibility requirements established by DEL and the priorities set forth by the Coalition.
2. Priority for participation in the School Readiness programs shall be established by the Coalition. To the extent resources are available, the Contractor shall extend School Readiness and child care services to every eligible family in the priorities the Coalition has established and as stipulated in its early learning plan.
3. Determination of client eligibility and service eligibility is the responsibility of the Contractor and the Contractor shall maintain and utilize written procedures for eligibility determination. The contractor shall adhere to the rules for eligibility determination, as stipulated by all applicable State of Florida, the Division of Early Learning, and Florida Administrative Code Rules.
4. The Coalition retains authority for establishing priority eligibility factors. The contractor shall ensure priority is given to children and families who meet the eligibility priorities as adopted by the Coalition.
5. Child care and School Readiness services for children determined to be at-risk of abuse or neglect who are in the custody of the state will be provided care in a licensed early education or child care program. Examples include: 1. Gold Seal accredited child care providers or providers participating in a quality rating system; 2. Licensed child care providers; 3. Public school providers; and, 4. License exempt child care providers, including religious exempt,

registered, and non-public schools (Ref FAC 65C-13.030(2)(d) Effective 03/06/18). The placement of children who are in protective custody will comply with DEL and DCF policies. All OTHER clients will have a choice of the following: licensed or exempt child care center; licensed or registered child care family home; exempt school-based site; in-home care; relative care; non-relative care; or other legal care arrangement. The contractor shall conform to the program standards in DEL Guidance and with s. 402.305, F.S., and as defined by rules promulgation from the State of Florida.

The Contractor:

1. Shall ensure 100% of CareerSource referrals are offered services within ten (10) calendar days.
2. Shall offer services to 100% of Department of Children and Families referrals and their community based lead agencies' referrals, determine eligibility within two (2) business days, attempt to place each child with a provider within two (2) business days (subject to caseworker and/or parent cooperation), and implement the Coalition approved Rilya Wilson Act (F.S. 39.604) policies and procedures.
3. Shall only offer respite child care to TANF clients who require emergency child care.
4. Shall maintain accurate and current client information, which is updated on a weekly basis. The Coalition and/or DEL (Division of Early Learning) shall monitor the status of children's eligibility from on-site record reviews and from reports obtained from the contractor's client information system. The contractor shall maintain sufficient records to verify client eligibility was determined in accordance with Coalition and/or DEL requirements. And the Contractor must conduct internal file monitoring activities to ensure the accuracy of eligibility determinations in accordance with Rule 6M-4.208(1) F.A.C. All child eligibility documentation shall be maintained by the Contractor.
5. Shall acknowledge, in case of a dispute regarding School Readiness eligibility and enrollment the final determination of eligibility will be made by the Coalition.
6. Shall allow for informed "parental choice" decisions related to the selection of a child care provider.
7. Shall notify applicants or clients at all contact points of the right to a review in cases of a determination of ineligibility for services or termination, suspension, or reduction in services.
8. Shall ensure due process following contractor procedures for reviewing the cases of clients who request this review.
9. Shall notify parents/guardians should they prefer a child care provider whose private pay rate paid by the general public exceeds the Coalition approved reimbursement, the parent will be responsible for the difference between the provider's private rate and the Coalition approved reimbursement rate. Parents shall also be notified payment of their Coalition assessed parent fee is a requirement of the program and failure to pay the parent fee may result in termination from the School Readiness program.
10. Shall negotiate the child care rate for special needs children using Coalition rate schedules as a guideline. Rates negotiated for special needs children shall not exceed twenty percent (20%) above the infant rate, based on provider type and the child's IEP, EIP, 504 Plan, or FSP (Family Support Plan), and observation by Inclusion Specialist modifications are being made. The contractor is responsible for submitting rate documentation to the Coalition when requesting the monthly reimbursement.
11. Shall provide parents with information regarding relevant service organizations. Referrals will be made by staff, as necessary, and will also be documented and accessible for review.
12. Shall supervise staff performing developmental screenings [in accordance with 6M-4.720(2)(e), (f)2., and (3), F.A.C. regarding establishing a screening tool, parental notification of results, and coordinating with parents/providers for subsequent screenings] for all children aged six weeks to age of kindergarten eligibility who are receiving School Readiness services, within forty-five (45) calendar days of **program entry**. And shall ensure establishment and implementation of an appropriate referral process for children with identified delays, suspected disabilities or special health care needs. Such screening shall not be a requirement of entry into the SR Program and shall only be given with parental consent

- in accordance with s. 1002.84(5), F.S. Contractor shall ensure providers are notified of ALL required screenings at least 30 days prior to screening due date.
13. Shall supervise staff performing developmental screenings for all children aged six weeks to age of kindergarten eligibility who are receiving School Readiness services **annually**. All screening score data are completed in accordance with FAC 6M-4.720.
 14. Shall allow, as permitted by law, and subject to confidentiality restraints, access and monitoring of its records for any purpose by the State, DEL, Coalition, Coalition committees, or its representatives.
 15. Shall satisfy all provisions for CCR&R services.
 16. Shall be responsible for the provision and/or the coordination of health services screenings, to include referrals, for all children birth through five, which may include but not limited to hearing, vision, dental, mental health, motor development, and speech and language for children on an "as needed" basis, except those served in school-based programs.
 17. Shall ensure KidCare information is made readily available to families at community events and at intake.
 18. Shall maintain hyperlinks on their websites with the web addresses for the Family Portal and Provider Portal as designated by DEL. Shall provide direct access from the home page of its website for providers and parents to apply for SR and VPK programs (no more than one mouse click from the Contractor's home page of its website to get to the Family Portal and Provider Portal).
And shall maintain and utilize the Wait List per State requirements, and check the Wait List/Family Portal at least weekly for any items needing processing. All SR and VPK applications (whether initial or redetermination) must be processed within ten (10) calendar days of receipt of completed application and supporting documentation.
 19. Assist Coalition staff in accessing and in the use of the DEL Database.
 20. Will adhere to the Coalition's I.T. policies, where applicable.
 21. Provide basic network support to all users upon request.
 22. Shall supply all data or reports necessary to comply with the following Administration for Children and Families (ACF) reporting requirements for school readiness programs: ACF-800, ACF-801, ACF-696, ACF-400 and data requirements as defined by DEL. The Contractor shall submit any data necessary for ad-hoc report upon request. All reports shall comply with the timeline, content, format, and standard codes specified by DEL.

B. LOCAL MATCH AND GRANT MANAGEMENT

The Contractor:

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

C. RESOURCE MANAGEMENT

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

1. **BUDGET SURPLUS/DEFICIT:** The Contractor shall serve children with the **slot dollars** provided under this contract, unless the available School Readiness grant funding would not financially provide for all **slots**. Regardless of the total amount of funding for slots, the Contractor will ensure no less than **78%** of School Readiness grant funds will be used for slot funding. The 78% calculation includes direct services, applicable Gold Seal OCA expenditures, and performance-based payment differentials to providers up to the provider's private pay rate, as defined in the most recent version of the DEL Standard Codes document, and local match. The slot funding should not be expended over the contracted budget amount. The Contractor further agrees reimbursements under this contract shall be up to, and are capped at the total budgeted amount of funding for direct child care **slot funding** which is **\$17,382,563**, unless written arrangements are made with the Coalition to move additional funds into the slot budget. This funding is inclusive of the annual DEL School Readiness Grant Award including local match funds (when applicable), and is **based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly. Gold Seal payments are subject to adjustments due to budget constraints.** Additionally, the Contractor shall be responsible for actively soliciting and obtaining local match funds for children in School Readiness Programs to be used only for slots.

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

2. The Contractor shall submit a monthly statistical report, currently titled "School Readiness Slot Utilization and Projection Report" by the **20th** of the following month of service, reflecting the monthly and collective total of projected and actual slot utilization and expenditures to date. Contractor shall monitor and manage utilization of contract funds in an effective and efficient manner. Upon notification by DEL, or at the Coalition's sole discretion, the Coalition can amend the contract dollar amount for child care slot funding.
3. Contractor shall effectively conduct financial analyses, including trend analysis, make accurate forecasts, projections, and provide monthly utilization management plan recommendations for approval by the Coalition. The Coalition shall be given notice prior to the Contractor disenrolling any children and notice prior to stopping new enrollments of any Category A or B Priority children. Additionally, the Coalition will be provided the opportunity to explore other methods for resolving utilization issues. The Coalition has an approved Disenrollment Policy and Procedure, and the Contractor shall abide by the provisions of the policy. The Contractor shall not disenroll any group of students prior to consulting with the Coalition and representatives from DEL.

D. PROVIDER SERVICES / EDUCATION

The Contractor:

1. Ensure all informal providers and members of their families over 18 years of age receive a level 2 background check. Ensure all members of the household between the ages of 12-18 (who do not need to be fingerprinted) are screened for delinquency records (Form DEL-SR-6206, School Readiness Program Health and Safety Standards Handbook), and monitor all informal providers at least annually, for the purpose of observing (at a minimum) compliance with F.S. (Sections 1002.81 through 1002.97) and verify DCF 6-hour training certificate.
2. Shall make accurate payments to providers on a timely basis, as set forth in their agreements and in conjunction with the Coalition approved reimbursement rates and Parent Fee Schedule, or will notify them in a timely manner if payments are held up.

3. Shall be responsible for negotiating fixed rates with Providers. Rates negotiated by the Provider may not exceed rates paid by the general public, nor shall rates exceed the Coalition's established rate schedules. Payments to Gold Seal providers must follow the guidelines established by the State and DEL, and are subject to adjustments due to budget constraints. And ensuring differentials are only paid for eligible children who receive completed assessments during the appropriate Assessment Period.
4. Shall update and submit the annual Parent Sliding Fee Scale to the Coalition/DEL no later than **April 1** each contract year.
5. Shall make every effort to accommodate any requests for EFT payment to providers, if available.
6. Shall administer and maintain subcontracts with providers for child care provision, on behalf of the Coalition, and shall monitor all providers using the DEL Statewide Contract Monitoring Tool, Tier 1 Form; and the DEL prescribed sample of on-site monitoring using the Tier 2 Form. This includes monitoring the implementation of DEL approved curricula listed on their contract.
7. Shall monitor all informal providers at least annually, for the purpose of observing (at a minimum) compliance with F.S. (Sections 1002.81 through 1002.97), and will verify DCF 6-hour training certification.
8. Shall ensure all after school programs, for school-age children only, have an environment compliant with F.S. (Sections 1002.81 through 1002.97).
9. Shall recruit providers of quality early learning services.
10. Shall conduct on-site assessment and monitoring visits to ensure quality early learning services. Contractor will submit reports to the Coalition regarding non-compliant Providers and make recommendations regarding continuation of their provisions for child care.
11. Shall supply technical assistance to validate program activities to support developmentally appropriate practices and learning environments, character development activities, to ensure healthful and safe School Readiness environments and supply activities/services and resources that promote the enhancement of quality in the early learning setting and promote effective teaching strategies.
12. Shall conduct attendance audits of 100% of providers annually using the Tier 1 Form, and the prescribed sample of on-site monitoring using the Tier 2 Form to help ensure services, which have been authorized and for which payment has been made, were actually performed. The Contractor shall establish a five (5) year records retention requirement for sign-in and sign-out records for all SR services. The Contractor may not alter or amend attendance records after December 31 of the subsequent fiscal year.
13. Shall maintain provider files on an on-going basis.
14. Annual monitoring by the contractor will be conducted as applicable, or more frequently as authorized by the Coalition if the provider fails to achieve the minimum acceptable level of compliance. The Contractor will require providers are noncompliant with the provider contract, based on the Contractor's monitoring, to complete a corrective action plan. In the case a provider does not correct deficiencies according to policy, the Contractor will report such providers to the Coalition. In the case it is a health and safety violation, the Contractor will comply with the enforcement procedures outlined with the Statewide Provider Contract for the School Readiness program, Rule 6M-4.610 and 4.620, F.A.C.
15. Shall develop or make available all material for family training in the following areas: Parental skill-building, health and nutrition services, effective life management skills and acquisition and use of literacy skills, coordinate a minimum of ten (10) workshops in a 12-month period, produce and/or distribute a quarterly newsletter.
16. Shall participate in community-wide events promoting School Readiness and child care awareness and participate in community-wide assessments relating to early care and services issues.
17. Shall attend state meetings, trainings and conference calls as appropriate and as funding permits to stay abreast of rules, regulations, policies and best practices.
18. Shall host and/or sponsor a minimum of one community-wide event and conduct community-wide assessments (within budget constraints) on behalf of the Coalition relating to early learning and child care awareness.

E. REPORTS

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

The Contractor shall submit:

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

For School Readiness:

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

For VPK:

- number of current providers
 - number of current classrooms
 - current classroom capacity
 - enrolled on last day of month
 - number (monthly and YTD) and percentage (YTD) of providers monitored
5. "Cumulative Financial Statements" to be delivered as requested, in a format as directed by the Coalition.
 6. Annual "Contractor's Independent Audit" to include Contractor's Program Specific Audit, **within thirty (30) calendar days of its receipt by the contractor and no later than October 31, 2023.**
 7. "Inventory Report of all Non-Expendable Property" either transferred, purchased, or leased under this contract, by **July 1, 2022** and as needed thereafter including change in property custodian in compliance with Section 274, F.S. - Tangible Personal Property). In addition, Pursuant to 2 CFR §200.302, *Financial management*, and instructions noted in the FDOE Green Book, the Contractor must demonstrate effective control over and accountability for all property and other assets. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The Contractor should have a written policy on how these items will be tracked, accounted for and safeguarded.
 8. SSIS invoice back-up data for early learning services to DEL by the **15th** of the following month in a format as directed by DEL. The Contractor shall use the most up-to-date Network Standard User Codes, when compiling data and all reports shall comply with such standardized code tables.

9. "DEL Match Reports", submitted with the invoice, by the 15th of the following month in a format as directed by DEL.
10. Monthly DEL/T.A.P.P. new student and student update reports, due by the 15th of the following month, to be submitted with the School Readiness Invoices.
11. Quarterly Provider Newsletters, to include the schedule of provider meetings (for the following quarter), by **July 20, 2022, October 20, 2022; January 20, 2023; and April 20, 2023.**
12. Quarterly Provider Training Calendars will be available on the Contractor's website for review by **July 1, 2022; October 1, 2022; January 1, 2023; and April 1, 2023.**
13. Annual Anti-Fraud Plan by **May 1st** for the following Fiscal/Contract Year.
14. CCDF Quality Progress/Performance Report (**QPR**) by **November 1** each Fiscal/Contract year as designated by DEL.
15. Any ad-hoc reports, as requested by the Coalition. The contractor shall maintain all records in such a manner any ad-hoc reports may be generated in a timely manner.

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

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

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

1. To provide quality CCR&R services to all families (without regard to socioeconomic status) including, but not limited to, identification of all provider options, information on and assistance in locating a child care provider meets the family's specific needs, and information regarding financial subsidies or related family support services. Once a parent has selected a provider, the Contractor shall provide that parent with the following information:
 - a) Link to DCF CARES system where the parent can locate specific information about the selected provider, including health and safety requirements met by the provider, any licensing or regulatory requirements met by the provider, the provider's inspection and violation history, and any voluntary quality standards met by the provider.
 - b) A description of how CCDF subsidies are designed to promote equal access.
 - c) Instructions on how to submit a complaint through DCF's complaint hotline.
 - d) Instructions on how to contact the local CCR&R for information regarding other community-based supports.
2. To maintain a comprehensive database of all legally operating child care providers available in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties.
3. To provide technical assistance to existing and potential child care providers including information on initiating new child care services, information to maximize the provider's ability to serve children, financial assistance programs, local zoning and governmental requirements, program and budget development, becoming a licensed provider, information on training and technical assistance opportunities, and information on other assistance as requested.
4. To refer local child care providers to the provider of services for the inclusion of children with disabilities and special health care needs.
5. To assist local Coalitions in assessing community needs and planning for resource development by providing supply and demand information/data regarding CCR&R services in Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, including, but not limited to, analysis of referral calls, provider surveys, economic and population data, and other relevant information.
6. To develop collaborative methodologies with public and private community agencies and groups to expand the supply of both quality child care providers and programs.

7. To provide assistance to the business/employer community with employees requiring CCR&R assistance and to promote the involvement and support of the business/employer community in expanding the availability, affordability, and quality of child care services, by educating, encouraging, and recruiting participation in the Child Care Executive Partnership program.
8. To promote the awareness and use of CCR&R services through the planning and implementation of local community outreach, initiatives, and activities.
9. To promote and support professional development of Contractor staff to ensure the provision of high quality CCR&R services.
10. To submit any data or reports necessary for the administration of the CCR&R program according to the requirements established by DEL. All reports shall conform to the timeline, content, format, and standard codes specified by DEL.

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

1. Provide all services, at a minimum, from 8 AM to 5 PM on weekdays excluding Contractor specific holidays per **Attachment 8** to the Primary Early Learning Services contract.
2. Offer services to all families either by phone, in person, or by Contractor website, and be willing to use the Florida Relay TDD system, as requested. Contractor will provide services or have access to assistance for services with families who speak languages other than English.
3. If families request CCR&R services in person, appointments are available, but walk-ins will be accommodated after serving appointments and phone-in customers. Walk-in hours are posted. The Contractor will provide a family friendly waiting room/reception area with an activity area for children or portable children's toys/materials for each staff member's office.
4. If families request services by phone, a toll-free or local number will be provided 24 hours a day, 365 days a year. Customers must be able to receive staff assistance during open business hours. After regular business hours or whenever customers direct themselves to voicemail, a message identifying the CCR&R Contractor, open hours of phone or in-person services, and option to leave a message for staff is available. If the Contractor's CCR&R office is closed at any time during standard business hours, the Contractor shall provide a message on their family services phone line with its hours of operation and the contact information for an alternative organization that can assist families in an emergency situation, such as 211, or another organization that provides community resources to comply with Rule 6M-9.3(5)(c), F.A.C. All CCR&R calls must be returned within two (2) business days. Additionally, CCR&R services must be listed on the Contractor's website and one other venue.
5. The Contractor must maintain current contact information on the Family Portal website, and a website detailing CCR&R services and providing links to the CCR&R Florida Division of Early Learning or other similar Government authority, and the Coalition. The Contractor shall have and maintain a public-facing website current with SR and VPK program information in accordance with DEL Program Guidance 600.01 – Child Care Resource and Referral Program Requirements. All staff must have internet access and the Family Service Coordinator must have an email address. The Family Service Coordinator will provide all staff with up-to-date information on CCR&R services.
6. Enter required information into the most up-to-date CCR&R State Network customer database for all families seeking assistance before generating referrals. When database access is down either temporarily or long-term, provisions must be made for the transfer of families seeking information to other facilities, which can provide the requested information.
7. Provide a minimum of six unbiased (for or against any type of or individual child care provider), computer generated, referrals, based on family circumstances and preferences, unless fewer than six are available, within two (2) business days and in the format (delivery method) requested by the individual. Within two (2) business days, any family receiving a referral must also be provided with an informational packet to include contractor contact and information literature on other child care topics. CCR&R staff will record requests for other information and resources into the Single Statewide Information System (SSIS).

8. Maintain an up-to-date directory of community services and assist families on crisis calls/situations utilizing 211 where appropriate. Develop and maintain a directory of community resources at a minimum contains parent/consumer education programs, financial assistance programs including the Temporary Assistance for Needy Families (TANF) program, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special supplemental nutrition program for women, infants, and children (WIC), as well as any organization or service a family may qualify for that will support the family's financial independence, assist with developmental concerns and help fill an unmet need.
9. Provide families and employers with information and guidance on subsidy programs and other financial assistance including, but not limited to, public and private employer child care, family child care home, large family child care home, public and private child care, special education programs for children with disabilities, full-time and part-time programs, before- and after-school programs, the VPK Education Program, the SR Program, Head Start and Early Head Start Programs, the federal child care and dependent care tax credit, and other statewide or local community resources.
10. Provide information and resources that assist an individual or family in making informed decisions regarding quality child care. Assist families with identifying summer camp programs and creative child care options or other special arrangements with providers.
11. Collaborate with applicable county agencies to promote awareness of the Coalition's Family Portal.
12. Provide sufficiently oriented and trained CCR&R Family Specialist and Family Service Coordinators for the provision of quality CCR&R services. All staff must complete Level 1 and Level 2 Evaluations in a timely manner. CCR&R Specialists must complete the Level 1 evaluation within four (4) months of employment in the position. CCR&R Coordinators and designated trainers must achieve Coordinator Certification within four (4) months of employment in the position. Contractor must adhere to the DEL CCR&R State Network requirement to send staff to required CCR&R State Network trainings. Designated CCR&R staff shall participate in conference calls, webinar training, regional training, and conferences as funds permit. If an assigned CCR&R representative cannot participate in a conference call or training, that representative must review minutes from the conference call or training, as applicable. Contractor must submit an annual CCR&R Staffing List by the **last business day of August** and within five (5) business days of staffing changes.
13. Maintain a file with up-to-date information on local and state provider laws and regulation changes. Coordinate with Department of Children and Families licensing or local licensing agency for receipt of the latest licensing reports of new and closed child care providers on a quarterly basis. Record provider termination codes in the SSIS using the DEL-approved standard code that best describes and documents the inactivation reason, for example if provider fell below a set quality threshold for Class 1 violations. Meet with licensing staff semi-annually to discuss licensing issues relative to CCR&R.
14. Ensure, on a monthly basis, all legally operating early learning and school-age child care providers in the Coalition's service area are included in the Single Statewide Information Systems (SSIS) in accordance with Rule 6M-9.300. Child care provider databases will be updated annually. The request for updated information begins January 1 and ends May 31. Any updates made by a provider outside of this time period will have to be certified by the Contractor within fifteen (15) calendar days of being submitted by the provider into the SISS. Information on CCR&R services and other related activities will be given to child care providers quarterly.
15. New providers and potential providers will be sent informational packets to include contractor contact and information literature on child care topics applicable to the provider's situation.
16. The CCR&R organization shall provide technical assistance to existing and potential providers, as requested. Technical assistance may include information and resources regarding: 1. Early learning program types and available services; 2. Health and safety requirements; 3. Available training and professional development opportunities; 4. Effective business practices to help providers maximize their ability to serve children and families; and 5. Initiating new child care services, including how to access information regarding zoning and local child care ordinances, program and budget development, becoming a licensed provider, and other resources as needed

and appropriate to assist the provider (per DEL 600.01 – CHILD CARE RESOURCE AND REFERRAL PROGRAM REQUIREMENTS Pages 6-7).

17. Include the following statement on the website and in information packets:
"There are no charges/fees associated with a provider listing in the Child Care Resource & Referral Database or for referrals to your program. If you are asked to provide a payment for a referral or for a listing in the CCR&R Database, please call Florida Division of Early Learning at 1-866-357-3239. The information reported about a provider's program is objective program information based on standards attainable for providers based on their type of care."
18. The Contractor shall document each request for CCR&R services on the CCR&R Family Intake Form available in the SSIS. The Contractor shall pull monthly the Tableau CCR&R Contacts and Case Notes Report (once fully operable by the Division of Early Learning) to monitor customer intakes completed by CCR&R staff.
19. Per CCR&R Requirements, report all Child Care Resource and Referral Consumer Complaints to include: the number of complaints received for all counties for each month and year-to-date, as well as the number of resolutions of any reported complaint. This report is due the **21st** of the month following the month being reported on (as part of the Service Provider "Snapshot" Report). Should a complaint be received, a detailed report of the complaint and resolution will accompany the Snapshot report.
20. Provide a minimum of two public awareness and two provider recruitment activities by contract ending date, as well as address community needs in reference to Child Care Resource and Referral.
21. Develop an annual "CCR&R Plan for Family Engagement and Community Outreach" to be submitted to the Coalition/DEL by **the last business day in August of each year**. The report shall be submitted in the format designed annually by DEL.
22. Provide reports in a written format as identified to the appropriate committees, the Coalition, and the State of Florida, to include all standardized CCR&R State Network Reports.
23. Provide requested data to the Coalition for its annual report in a written format as identified by the State of Florida, and by the deadline set by the Coalition to ensure coordination of data and delivery to DEL by **October 1 of the following fiscal/contract year**.
24. Submit to fiscal and programmatic monitoring in the performance of this contract per requirements of the Primary Early Learning Services contract or the CCR&R Program Requirements, per the DEL CCR&R State Network, whichever is applicable.
25. If budget allows, maintain current membership status with Child Care Aware of America.
26. Provide a staff person to serve as the School Age contact and disseminate information, as requested, on training, best practices, and resources to providers of school age children.

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

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

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

IV. SCOPE OF SERVICES TASKS – Quality Initiative

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

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

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

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

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

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

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

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

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

The Contractor will administer **DEL's Early Learning Florida Contract** [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** which is incorporated by reference as if set forth in its entirety herein except to the extent any terms or conditions as provided for under the Early Learning Florida Contracts conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. The Contractor will perform the services described within each contract's defined scope of services. The Contractor will be reimbursed based on the payment schedules and terms and conditions as set forth within each contract.

G. Deliverables:

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

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

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

I. Definitions:

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

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

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

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

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

V. SCOPE OF SERVICES - Inclusion Services

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

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

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

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

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

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

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

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

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

VI. METHODOLOGY

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

The Contractor:

1. Shall supervise the activities conducted by its staff.
2. Shall maintain sufficient staff and ensure qualifications of staff match those presented in the contractor's response to the Request for Proposal and the current contract. Changes, deletions, and corrections shall be submitted in conjunction with the current contract and any renewal contracts.
3. Shall submit a quarterly "Staffing Allocation Report" by **July 20, 2022; October 20, 2022; January 20, 2023; and April 20, 2023;** and an email notification **within 30 calendar days of changes** in management staff positions funded by the contract, changes in contractor organization, and substantial transfer of duties within existing position descriptions. In addition, the Contractor will notify the Coalition **within five (5) business days** of any change in key personnel positions. Key personnel positions include the C.E.O., Director of Program Operations or the Finance Officer. The Staffing Allocation Report will be ran (by Contractor staff) the first pay period of each quarter in which the following dates would be included; **July 1, October 1, January 1, and April 1** of each contract year. The report will also list the exact beginning and ending dates of the pay period represented.
4. Shall ensure both paid and volunteer staff who, as part of their duties and responsibilities, have contact with children 10 hours per month or more, must submit to a local and state criminal records check and be cleared before working in a child care setting in accordance with s. 435.03 and 435.04, F.S. as applicable. The Contractor shall arrange and pay the costs for all background screenings. Please see further requirements regarding **background screenings** in item **#12 – 17 below**. Contractor shall have written policies that include the requirements detailed in the most recent DEL grant agreement and/or policies.
5. Shall maintain ongoing communication with the Director of the CareerSource One Stop Centers to maintain an offering of services to the CareerSource clients in each County for the

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

16. Shall ensure for any volunteers who interact with children on an intermittent basis for less than 10 hours per month, they are not required to be background screened as long as a person who meets the background screening requirements of this agreement is always present and has the volunteer in his or her line of sight.
17. Shall ensure for any contractor or subcontractor who does not meet the definition of "Qualified Entity" and who will perform duties under this contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or his family is not required to submit its employees to a background screening.

VII. METHOD OF PAYMENT

This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a **total dollar amount** up to and not to exceed **\$20,837,827**. This funding is inclusive of the annual DEL 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 **\$420,000** 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.

Additional School Readiness-Related Programs and Funding:

The following programs' funding is **exclusive** of the annual DEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.

A. The American Rescue Plan Act (A.R.P.A.)

The ARPA Stabilization funding's purpose is to stabilize and support Florida's entire network of early learning child care providers. These funds may be used on such categories as personnel costs, rent, utilities, facilities maintenance, insurance, personal protective equipment, cleaning, and other health and safety practices, equipment and supplies, goods and services, and mental health services for child care provider staff and children. Per Notice of Award no more than 5% of total expenditures shall be expended for administrative activities, for a **total dollar amount to be determined once grant award received for 2022/2023.**

B. 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 mental health supports, while enhancing parent choice and expanding the current mixed delivery system consisting of a wide range of provider types and settings. To the extent possible, Contractor will complete all targets and goals of the plan. Per Notice of Award no more than 5% of total expenditures shall be expended for administrative activities, for a **total dollar amount to be determined once grant award received for 2022/2023.**

C. The Coronavirus Response and Relief Supplemental Act (C.R.R.S.A.)

is additional funding to support private early learning/child care providers and contracted school district providers that were classified as operational/open on April 1, 2021 and are providing on-site early learning/child care services on the date of application, to assist them in remaining open during the COVID-19 crisis. Per Notice of Award no more than 5% of total expenditures shall be expended for administrative activities, for a **total dollar amount to be determined once grant award received for 2022/2023.**

D. Early Learning Florida

The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of DEL'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 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 09/01/21 – 08/31/22) for a **total dollar amount up to and not to exceed \$12,000.**

E. Program Assessments

Contractor shall provide program assessments on School Readiness providers. These program assessments will be conducted in accordance with DEL Program Guidance and 250.01 – Other Cost Accumulators, and for a **total dollar amount to be determined once grant award received for 2022/2023.**

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

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

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

Restriction of Expenditures: The Contractor agrees to submit reimbursement request invoices in accordance with the requirements of DEL Program Guidance 240.06 – Reimbursement Requests, 240.05 – Prior Approval, and 240.04 – School Readiness Funds Management, section 215.422, F.S., and F.A.C. rule 69I-40.002 (1) and in accordance with what is deemed allowable expenses per the Reference Guide for State Expenditures, as administered by Florida Department of Financial Services (DFS). When submitting reimbursement request invoices, the Contractor agrees to adhere to F.A.C. rule 69I-40.103 (restriction of expenditures), sections 110.1245(3), (4), (5), and section 110.503, F.S. (awards for employees and volunteer/board member recognition), section 216.345, F.S. (membership dues and licensing fees), and OMB 2 CFR § 200 Uniform Administrative Requirements. Contractor also agrees to comply with all DEL Program Guidance as listed in the Grant Agreement.

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

Unallowable or Prohibited Expenditures

The State of Florida Reference Guide for State Expenditures, which includes all grant funds, prohibits, unless expressly provided by law, expenditures from program funds for the following items:

1. Congratulatory telegrams.
2. Flowers or telegraphic condolences.
3. Entertaining visiting dignitaries.
4. Refreshments such as coffee and doughnuts.
5. Decorative items (e.g., globes, statues, potted plants, picture frames, desk plaques, etc.).
6. Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited.
7. Purchase or lease of motor vehicles per section 287.14(3), F.S.

Prohibited Food and Food-related Costs

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

Travel and Entertainment

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

Allowable Costs

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

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

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

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

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

VIII. SAFEGUARDING INFORMATION, DATA, AND REPORTING SYSTEMS

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

The Contractor will:

1. Use and maintain the single statewide information system DEL established for managing the Wait List, tracking children's progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK Programs, tracking child attendance and streamlining provider administrative processes. Contractor will also establish a system administrator/IT security officer who shall be responsible for implementing the confidentiality provisions and securing the integrity of the data. It is strongly recommended the system administrator and IT security officer be one in the same. Responsibilities include ensuring the appropriate DEL-issued data confidentiality forms are properly executed for both internal and external users of any data system associated with the School Readiness and VPK program. In addition, the Contractor will designate at least one staff person as the Wait List system administrator. The Contractor will ensure user accounts are managed at the local level and are held only by current staff members.
2. Adequately train staff in non-disclosure, per DEL Records Confidentiality Policy Number 1.02. Only staff properly trained will have access to the system (or DEL staff and qualified monitors).
3. Demonstrate due diligence in safeguarding its information resources pursuant to the Computer-Related Crimes Act, Chapter 815, F.S. The Contractor, including its employees, subcontractors, agents, or any other individuals to whom the Contractor exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of this agreement's terms.
4. Strictly adhere to guidelines from DEL on maintaining a secure and accurate database. Ensure the most current release of each component of DEL Single Statewide Information System is fully implemented within thirty (30) calendar days of the release of any system changes, to record, maintain and report on early learning programs and services. Comply with all DEL standard codes definitions for all programs.
5. Shall provide DEL permanent access to any server the Contractor uses to locally host the statewide information system to meet data reporting requirements and access to information the Contractor maintains.
6. Comply with data correction requests or data cleansing activities as directed by DEL. Communicate any problems that arise during the use of the Single Statewide Information System, including enhancement requests, to DEL Single Statewide Information System design and maintenance contractor.
7. Communicate any changes made to the Contractor's software or hardware which may adversely affect the Coalition's ability to access information including, but not limited to changing the Internet Protocol (IP) address, telephone numbers, address or web address, changing the password, and configuring a firewall on the network. Any change must be communicated in writing to service.desk@OEL.myflorida.com no less than 72 hours prior to the implementation of the change.
8. Participate in the SSIS Modernization Project Update conference calls, and maintain documentation (either printed copy or electronic files) to verify this participation (in person or by reviewing the minutes). This documentation must be available for review upon request.
9. Submit a "Policy and Internal Monitoring Plan" due no later than **August 15 of the first contract year** to ensure the accuracy of data, and subsequent changes to the policy will be submitted to the Coalition immediately.

10. Ensure the Contractor's Information Systems Security policies and procedures will contain criteria and standards as set forth in DEL Policy 5.02, Information Systems Security Program Policy, section III.C., reflecting at a minimum: 4. security training and awareness, 10. contingency planning, 12. identification and authentication, 14. antivirus, 16. personnel security, 22. mobile computing, 25. remote access, 30. database security, 31. media management, and 32. password management.
11. The Contractor shall develop and implement Protocol 11, access control, except in lieu of executing a data security agreement, the Contractor shall complete DEL Memorandum of Understanding and data security agreement as provided. The Contractor will maintain the completed data security agreement forms, and ensure the form is completed within seven (7) calendar days of the first day an employee has access to the data systems.
12. Participate in routine Single Statewide Information System data security reviews to ensure compliance with DEL Policy 5.02. The Contractor may participate in information security related training offered by DEL to satisfy the requirements of Policy 5.02, section III. C., protocol 4. Security Training and Awareness.
13. Ensure all confidential information is protected and shall use a secure method for the electronic submission for all sensitive or confidential information. Any information security related breaches shall be reported in accordance with section 817.5681, Florida Statutes.
14. Comply with all standard codes and definitions for all Early Learning programs contained in the most current version of DEL's Standard Codes documents.
15. Comply with any data analysis, definitions, and standardization activities required by DEL.
16. Shall verify and document, on a monthly basis, in DEL's statewide information system it includes all legally-operating early learning providers within the Coalition's service area. DEL shall verify compliance with this requirement in two ways. First, DEL will compare data input into DEL's statewide information system to the data in the state or local licensing database. In the case of discrepancies between the databases, second, DEL will review notes the Contractor made in the statewide information system or a survey a provider submitted regarding reasons for the discrepancy. If the Contractor can provide justification for the discrepancy, the ELC/Contractor is in compliance with this requirement.
17. Shall verify and document, on a monthly basis, the Contractor reconciled its financial records for child care provider payments between the Contractor's accounting system and the statewide information system. The Contractor shall reconcile within 60 days in arrears from the close of each monthly reporting period.
18. Agrees by entering into this agreement, the Contractor will, whenever practicable, collect, transmit and store contract, program and project-related information in open and machine readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, *Methods for collection, transmission and storage of information.*

IX. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

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

X. COMPLIANCE AND FINANCIAL CONSEQUENCES

Compliance:

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

Financial Consequences:

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

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

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

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

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

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

Force Majeure:

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

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

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

The foregoing shall be the Contractor's sole remedy or excuse regarding the delay. The Contractor must provide notice in strict compliance with this section to receive the remedy. The Coalition, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of the Coalition's decision in writing. The Contractor shall not assert a claim for damages, other than for an

extension of time, against the Coalition. The Contractor is not entitled to an increase in the agreement price or payment of any kind from the Coalition for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference, or hindrance from any cause whatsoever.

If any of the causes this section describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Coalition determines, in its sole discretion, the delay will significantly impair the agreement's value to the Coalition, DEL or the state. In which case, the Coalition may take any or all of the following actions:

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

XI. ADDITIONAL RIGHTS AND REMEDIES

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

XII. SEVERABILITY

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

XIII. MONITORING

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

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

XIV. PERFORMANCE

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

If the Contractor is unable to meet their service tasks due to non-performance of another contract service provider, and is unable to negotiate a resolution with the other provider, the Contractor may file a "Non-Performance Notification". The "Non-Performance Notification" will be filed with the

Executive/Administrative Committee. The Committee will review the notification and seek a negotiated resolution with the two parties. If the Committee is unable to negotiate a resolution, the Committee Chair will present the "Non Performance Notification", along with the Committee recommendation, to the Coalition Board.

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

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

XV. WAIVER

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

XVI. COSTS

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

XVII. SURVIVABILITY

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

XVIII. INSURANCE

The Contractor shall provide continuous adequate comprehensive and liability insurances, including, but not limited to, Comprehensive Commercial General Liability, Commercial Umbrella Liability, Professional Liability/Errors and Omissions, Directors and Officers, Employee Dishonesty Insurance/Bonding, Workers Compensation, Motor Vehicle (if applicable), Casualty Loss/Equipment, and Network Security/Privacy Liability Insurance, during the existence of this contract and any renewal(s) and extension(s) of it. The Contractor will have and continuously maintain all other types of insurance as required by law. By execution of this contract, unless it is a State agency or subdivision as defined by subsection 768.28, F.S.,

the Contractor accepts full responsibility for securing adequate insurance as outlined in section K of Contractor Assurances, to provide reasonable financial protections for the Contractor, Coalition, and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the Coalition with written verification supporting both the determination and existence of such insurance coverage. In accordance with 2 CFR 200.310, *Insurance Coverage*, the Contractor shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Coalition reserves the right to require additional insurance as specified in this contract.

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

XIX. CONTRACT IN ITS ENTIRETY

This writing including all Attachments and Exhibits for a total of **102 pages** embodies the entire Agreement and Understanding between the parties and there are no other Agreements and/or Understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. Without invalidating the Agreement, the Coalition reserves the right to, at any time or from time to time, enter into Modification Agreements. All additions, deletions, or revisions in the service shall be valid and enforceable only when evidenced by a written modification approved and executed by the Coalition and the Contractor. Similarly, no contract amendments which purports to affect the terms of this Agreement will be valid as it affects this Agreement, unless in writing and executed by the Coalition and the Contractor, unless otherwise authorized herein.

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

Evidences Required:

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

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

- Clean Air and Water Acts [**page 2, item "a"**]
- Equal Employment Opportunity (E.E.O.) [**Page 3, item "d"**]
- Energy Efficiency [**Page 3, item "h"**]
- United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 [**Page 4, item "n"**]

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

XXI. Execution

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

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

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

Signature

ATTESTED BY: _____
Signature

Date

Date

Printed or Typed Name, and Title

Printed or Typed Name, and Title

EPISCOPAL CHILDREN'S SERVICES, INC.

Signature

ATTESTED BY: _____
Signature

Date

Date

Printed or Typed Name, and Title

Printed or Typed Name, and Title

-----THIS SPACE LEFT BLANK INTENTIONALLY-----

Attachment 1

VOLUNTARY PREKINDERGARTEN CONTRACT

PURPOSE

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

I. THE CONTRACTOR AGREES:

A. Services to be Provided

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

II. THE COALITION AGREES:

A. Contract Dates

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

B. Contract Amount & Availability of Funding

This is a cost-reimbursement contract. The Coalition shall pay the Contractor for the delivery of service provided in accordance with the terms of this contract for a **total dollar amount** up to and not to exceed **\$14,695,013** (less the Coalition's administrative costs portion) which shall be paid by the Coalition for the provision of services as set forth by this contract. Of this amount, no more than **3.6%** of the slot total (or **90%** of the **4%** administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. In addition, this contract shall be supplemented by an amount not to exceed **the amount to be determined once grant award received for 2022/2023** for VPK Coordinated Screening / Progress Monitoring services supported by the **E.S.S.E.R. II** (Elementary and Secondary School Emergency Relief) **Funding** grant. The ESSER II funding is **exclusive** of the annual DEL VPK Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements and guidance. The Coalition's obligation to pay under this Contract is contingent upon annual appropriation by the State of Florida Legislature. The Coalition shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this project. If such funds are not appropriated or available for the contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

C. Contract Payment

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

III. THE COALITION AND THE CONTRACTOR AGREE:

A. TERMS AND CONDITIONS

This Contract constitutes the only agreement, and supersedes all prior contracts and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Attachments

hereto are a material part of this Contract and are incorporated by reference. This Contract, including any Attachments and Exhibits hereto, may not be amended or modified, except in writing signed by all parties to this Contract.

B. RE-NEGOTIATION OR MODIFICATION

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

C. SEVERABILITY

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

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

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

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

EPISCOPAL CHILDREN'S SERVICES, INC.

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

LIST OF EXHIBITS:

EXHIBIT A Voluntary Prekindergarten Program (VPK) – General Conditions

Exhibit A
VOLUNTARY PREKINDERGARTEN PROGRAM (VPK)
GENERAL CONDITIONS

I. SCOPE OF SERVICES

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

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

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

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

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

II. CLIENTS TO BE SERVED

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

III. MANNER OF SERVICE PROVISION

A. Payment & Fiscal-Administrative Services Implementation & Management

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

B. Program Implementation & Management

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

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

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

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

C. Contract Limits

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

IV. DELIVERABLES AND MEASURABLE OUTCOMES

A. Deliverables

1. Reports

Financial Management Services

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

B. ELIGIBILITY & ENROLLMENT SERVICES

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

C. MEASURABLE OUTCOMES

1. Performance Measures (Outcomes and Outputs)

a) Payment & Fiscal Administrative Services

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

b) Eligibility & Enrollment Services

- i) 100% of eligible children will be offered an opportunity to participate in the VPK school year or summer program or a Specialized Instructional Services (SIS) program.
- ii) 98% of children enrolled in the VPK program will have a file/electronic record established with the required documentation and verified as being eligible for the VPK program.
- iii) 100% of all children enrolled in the VPK program will have been entered and tracked in the SSIS data system.
- iv) 100% of parents interested in additional community resources will have received information and referral accordingly.
- v) 100% of parents enrolling their child into the VPK program will be provided with a VPK provider profile (or upon request) so they can make an informed parental choice in placing their child with a Provider.

c) VPK Support Services

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

D. Definitions

A) Contract Terms

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

B) Program / Services Specific Terms

- 1) **Child Care and Early Childhood Education Providers** – Those persons or entities lawfully providing child care, as the term is defined in Section 402.302(1), Florida Statutes, within the Provider Service Delivery Area. For purposes of the Contract, the term Child Care and Early Childhood Education Provider includes child care facilities as defined in Section 402.302(2), Florida Statutes, family day care homes as defined in Section 402.302(7), Florida Statutes, and

other child care and early childhood education programs, including public school-based programs, exempt from regulations by Sections 402.301 – 402.319, Florida Statutes.

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

E. Coordination with Other Providers/Entities

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

V. Method of Payment

A. Payments

1. This is a cost-reimbursement contract, based on actual child enrollments. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a **total dollar amount** up to and not to exceed **\$14,695,013** (less the Coalition's administrative costs portion). Of this amount, no more than **3.6%** of the slot total (or **90%** of the **4%** administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. All remaining dollars will be utilized for VPK slots. All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this contract are to be included in the contract price of each deliverable and will not be otherwise compensated. The Contractor shall submit reimbursement request invoices in accordance with the requirements of sections 215.42 and 215.422, F.S., and F.A.C. rule 691-40.002 (1). When submitting reimbursement request invoices, the Contractor shall adhere to F.A.C. rule 691-40.103 (restriction of expenditures), sections 110.1245(3) and (4) and 110.503, F.S. (awards and volunteer recognition), and section 216.345, F.S. (membership dues and licensing fees).
2. The Contractor shall ensure an Electronic Fund Transfer (EFT) system will be utilized for payments to voluntary prekindergarten Providers.
3. Upon receipt of the payment from Florida's Division of Early Learning, and within three (3) business days prior to the Contractor deadline (last business day of the month), the Finance Manager will disperse payment in the amount invoiced on a monthly basis.
4. The Contractor shall make payments to VPK Providers on the last business day of the month. Request for payment from a Provider is determined to be valid once the Provider's monthly

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

4. **Additional VPK-Related Programs and Funding:** The **E.S.S.E.R. II** (Elementary and Secondary School Emergency Relief) **Funding** is **exclusive** of the annual DEL VPK Grant Award funding and is for VPK Coordinated Screening / Progress Monitoring. The ESSER II grant shall not exceed **the amount to be determined once grant award received for 2022/2023**, and is contingent upon completion of the terms and conditions of the grant, and is subject to the availability of funds.

B. Funding By Category

The Coalition agrees to pay for contracted services in an amount up to and not to exceed **\$14,695,013** (less the Coalition's administrative costs portion) subject to the availability of funds and provision of limitation of **3.6%** of administrative costs earned. The Coalition agrees to reimburse for VPK services, including administrative, enrollment, monitoring, and VPK slots.

Additional VPK-Related Programs and Funding: The **E.S.S.E.R. II** (Elementary and Secondary School Emergency Relief) **Funding** is **exclusive** of the annual DEL VPK Grant Award funding and is for VPK Coordinated Screening / Progress Monitoring. The ESSER II grant shall not exceed **the amount to be determined once grant award received for 2022/2023**, and is contingent upon completion of the terms and conditions of the grant, and is subject to the availability of funds.

C. Compliance and Financial Consequences

Compliance:

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

Financial Consequences:

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

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

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

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

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

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

Force Majeure:

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

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

D. Special Provisions

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

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Attachment 2
GENERAL PROVISIONS TO CORE CONTRACT, ATTACHMENT 1 AND EXHIBIT A

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I. CONTRACTOR ASSURANCES

A. General Agreements

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

B. Laws and Regulations

1. The Contractor warrants all its activities and those of its Coalition approved subcontractors under this contract shall be conducted in conformance with the Sections 1002.81 through 1002.97, F.S., 435.04, F.S., 445.023, F.S., 445.032, F.S., 445.017, F.S., 414.1585(1), F.S., 402.3135, F.S., 402.3145, F.S., 17.04 F.S., Part A, Title IV of The Social Security Act, 45 CRF Parts 74, 92, 98, 99, and 260-265, and subsequent amendments; the Statement of Work and all other terms of this contract; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements.
2. Contractor shall comply with Title III of the Americans with Disabilities Act of 1990 (42 U.S.C., 12181 et. seq.) which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be

designed, constructed, and altered in compliance with the accessibility standards established by this part.

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

The Contractor agrees to provide the Coalition, within **five days** of the effective date of this agreement, documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)

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

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

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

6. Order of Precedence

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

1. Federal law.

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

C. Audits

1. Non-Profit, Governmental and Education Entities

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

2. Commercial Organizations

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

3. Audit and Monitoring Reports

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

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

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

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

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

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

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

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

D. Record Keeping

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

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

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

E. Access to Records

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

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

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

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

F. Participant Record Confidentiality

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

G. Internal Financial Control

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

H. Reimbursement Request and Close-out Reports

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

1. Reimbursement Request: Contractor shall submit to the Coalition a monthly reimbursement request in sufficient detail for a proper pre-audit and post-audit thereof. This Reimbursement Request and any back-up documentation of paid costs and/or performance deliverables shall be submitted as specified herein and in the Agreement of Payment. The Contract Manager shall review and accept the contract units of deliverables prior to payment. The Coalition may reduce the amount to be paid in proportion to the Contractor's failure to achieve specified performance measures.

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

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

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

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

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

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

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

5. Unless otherwise authorized by the Coalition, the Contractor is required to invest any funds received under this agreement in secure interest-bearing accounts. The Contractor shall comply with section 216.181(16) (b), Florida Statutes, and 2 CFR §200.305(8), *Payment*, and earn interest on the invested funds. The Contractor shall comply with DEL Program Guidance 240.01 and 2 CFR §200.305(9), *Payment*, and return interest income to the ELC. All interest income earned on VPK funds must be returned to the ELC. Interest earned on School Readiness funds in excess of \$500 each program year must be returned to the ELC.

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

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

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

J. Program Income

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

K. Insurance

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

1. Comprehensive Commercial General Liability Insurance: Contractor agrees to obtain and maintain throughout this contract period a Comprehensive Commercial General Liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate with

an endorsement naming the Coalition as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Coalition as evidence of such.

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

9. Network Security/Privacy Liability Insurance: Although this type of insurance is not a REQUIREMENT at this time, the Coalition recommends the Contractor obtain and maintain throughout this contract period a Network Security/Privacy Liability Insurance in the single limit amount of at least, but not limited to, \$1,000,000, as the Contractor will be maintaining large volumes of personally identifiable information. Additionally, the Coalition requests the policy have an endorsement naming the Coalition as additional insured.

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

L. Purchasing and Prior Approval

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

M. Equipment

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

N. Use of Supplies

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

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

1. All data the Coalition creates or the Contractor receives from the Coalition, whether electronic or hardcopy, during the duration of this agreement is the Coalition's property. The Contractor shall surrender it to the Coalition at no cost to the Coalition upon expiration, termination or cancellation of this agreement (see 45 CFR part 92.36(i)(9)). The following terms and conditions apply to all grants recipients, unless explicitly waived.

- a. With respect to all products created by the Contractor pursuant to this agreement, said materials will be the property of DEL.
 - b. To the extent any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (USCS) 101, et seq., it shall be a "work for hire." In the event a court of competent jurisdiction determines a product or material is not a work for hire as a matter of law, the Contractor shall assign and convey to DEL all right, title and interest in the product or material and require its employees and subcontractors to do the same.
 - c. The Contractor agrees its employees will not assert any ownership of the product produced pursuant to this agreement. The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure DEL's rights.
 - d. Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
 - e. The Contractor agrees if it hires any third party to perform any work pursuant to this agreement, the work shall be on a "work for hire" basis and shall not in any way infringe upon DEL's ownership of the product.
 - f. The Contractor agrees not to convey any rights in the product to a third party.
 - g. If the Contractor hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the Contractor, the Coalition, and DEL the non-exclusive license to use the product.
2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between the Coalition and the Contractor in order to further the use of the products in the educational community.
 3. Pursuant to 45 CFR part 92.36(i)(8), the Contractor agrees to the extent applicable under this agreement to comply with the following –
 - a. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: <http://www.gpo.gov/fdsys/pkg/CFR-2011-title37-vol1/pdf/CFR-2011-title37-vol1-chapIV.pdf>.
 - b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the agreement, or in any way connected with Early Learning programs, the Contractor shall refer the discovery or invention to DEL.
 4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, the Coalition and DEL will refer it to the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing under or in connection with the performance of the agreement are hereby reserved to the state of Florida.
 5. Pursuant to s. 286.021, F.S., and subject to claims of the USDHHS, any and all copyrights accruing under or in connection with the Contractor's execution of its duties under the agreement, funded by Early Learning Program funds, are hereby reserved to the state of Florida.
 6. Pursuant to 45 C.F.R. part 92.34, the USDHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the Contractor or its sub grantees or contractors purchase with such federal funds.
 7. Pursuant to federal and state laws, the Contractor will not violate the copyrights of any third party during the performance of the scope of work for this grant award.

The Contractor further warrants that as to each Deliverable produced pursuant to this award, Contractor's production of the Deliverable(s), and the Coalition's use of the Deliverable(s), will

not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102 – 105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants the following:

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

P. Assignment and Subcontracts

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

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

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

Q. Conflict of Interest

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

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

R. Indemnification

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

liable for or have any obligation to defend the Coalition against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of the Coalition.

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

S. Lobbying

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

T. Public Entity Crimes

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

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

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

U. Health and Safety

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

V. Civil Rights

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

W. Grievance and Complaint Procedures

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

X. Sponsorship

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

Y. Knowledge of Terms of this Contract

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

Z. Incident Reporting

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

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

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

AA. Enforcement of Contract Provisions

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

BB. Warrant of Ability to Perform

The Contractor covenants and warrants:

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

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

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

CC. Sponsorship and Announcements

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

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

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

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

DD. Disputes

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

EE. Special Situations

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

FF. Emergency Preparedness

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

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

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

GG. Performance Bond

The Contractor shall furnish a performance bond from a financially sound and responsible insurance company to protect the Coalition from any losses in the event of default by Contractor. The bond shall be in the amount of \$300,000. In lieu of a performance bond, Contractor may furnish the Coalition with an irrevocable standby letter of credit acceptable to both Parties. If, in the Coalition's opinion the Contractor has an established contract history with the Coalition, which has demonstrated a fiscally-sound organization (through low-risk audits and low-risk Coalition monitoring), the Coalition has the option of allowing the Contractor to maintain reserve funds in the amount of \$300,000 in lieu of a performance bond or an irrevocable letter of credit. This option is only applicable as long as the CONTRACTOR remains a low-risk auditee and

has no material findings during Coalition monitoring. Should the Coalition allow reserve funding for an established Contractor, the reserve funding shall have equivalent requirements and limitations as that of a performance bond or an irrevocable standby letter of credit in the same amount.

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

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

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

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

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

due to any occurrence commonly known as force majeure, including but not limited to acts of God, fire, flood or other natural catastrophe, acts of any governmental body, labor dispute, national emergency, insurrection, riot or war.

HH. Notification of Legal Action

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

II. Cooperation in Investigations

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

JJ. Office of Minority Business Enterprise Reporting

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

KK. Breach of Security/Confidentiality

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

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

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

The Contractor shall immediately notify the Coalition and DEL's Inspector General (at Inspector.General@OEL.myflorida.com) and Information Security Manager (at Information.Security@OEL.myflorida.com) in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., the Contractor's notification shall be made in writing to the Coalition and DEL's IG Security Manager within 24 hours after the Contractor

learns of the security incident or breach. The Contractor's notification shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide any additional information, including a full written report, as reasonably requested by the Coalition.

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

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

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

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

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

II. MUTUAL ASSURANCES

A. Amendments, Modifications and Contract Extension

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

contingent upon satisfactory performance evaluations by the Coalition and is subject to the availability of funds. The terms and conditions of this extension shall be negotiated prior to the effective date of the extension.

B. Termination

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

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

C. General Provisions

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

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

If to contractor at: (b) For all matters to:
Episcopal Children's Services, Inc.
8649 Baypine Road
Building 7, Suite 300
Jacksonville, FL 32256
Attn: C.E.O.
Email: connie.stophel@ecs4kids.org

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

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ATTACHMENT 3

45 CFR Part 93 Appendix A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

Statement for Loan Guarantees and Loan Insurance

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000¹ for each such failure.

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

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

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ATTACHMENT 4

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

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

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

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

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

INSTRUCTIONS

1. By signing and submitting this Contract, the prospective primary participant is providing the certification as set out herein.
2. The inability of a person to provide the required certification will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in

connection with the WDB determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this Contract.

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

ATTACHMENT 5

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

Administrative Office

Episcopal Children's Services, Inc.
8649 Baypine Road
Building 7, Suite 300
Jacksonville, FL 32256
904-726-1500
Fax: 904-726-1520
Duval County

Baker County One Stop

418 South 8th Street
Macclenny, Florida 32063
904-259-4225
Fax: 904-259-9169

Bradford County One Stop

1080 North Pine Street
Starke, Florida 32091
904-964-1543
Fax: 904-964-5863

Clay County One Stop

c/o Careersource
1845 Town Center Blvd., Ste. #150
Orange Park, Florida 32003
904-213-3939
Fax: 904-278-2099

Nassau County One Stop

c/o Careersource
96042 Lofton Square
Yulee, FL 32097
904-432-0009, ext. 2626
Fax: 904-277-7219

Putnam County One Stop

821 State Road 19 South
Palatka, FL 32177
386-385-3450
Fax: 386-530-2692

St. Johns County One Stop

5 Clark Street
St. Augustine, FL 32084
904-770-2565
Fax: 904-429-7604

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

CERTIFICATION

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

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

ATTACHMENT 6 SLIDING FEE SCHEDULE

Sliding Fee Scale for ELC of North Florida Coalition
Effective date July 1, 2022

Florida's Division of Early Learning SLIDING FEE SCHEDULE

DAILY FEE		----- Annual Gross Income - Number of persons in Family -----															
Full-Time	Part-Time	FPL as indicated unless exceeds	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0.80	0.40	85% SMI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		50%FPL	6,795	9,155	11,515	13,875	16,235	18,595	20,955	23,315	25,675	28,035	30,395	32,755	35,115	37,475	39,835
1.60	0.80		6,796	9,156	11,516	13,876	16,236	18,596	20,956	23,316	25,676	28,036	30,396	32,756	35,116	37,476	39,836
		75%FPL	10,193	13,733	17,273	20,813	24,353	27,893	31,433	34,973	38,513	42,053	45,593	49,133	52,673	56,213	59,753
2.40	1.20		10,194	13,734	17,274	20,814	24,354	27,894	31,434	34,974	38,514	42,054	45,594	49,134	52,674	56,214	59,754
		FPL	13,589	18,309	23,029	27,749	32,469	37,189	41,909	46,629	51,349	56,069	60,789	65,509	70,229	74,949	79,669
3.20	1.60		13,590	18,310	23,030	27,750	32,470	37,190	41,910	46,630	51,350	56,070	60,790	65,510	70,230	74,950	79,670
			15,855	21,362	26,869	32,376	37,883	43,390	48,896	54,403	59,910	65,417	70,924	76,431	81,937	87,444	92,951
4.00	2.00		15,856	21,363	26,870	32,377	37,884	43,391	48,897	54,404	59,911	65,418	70,925	76,432	81,938	87,445	92,952
			18,121	24,415	30,708	37,002	43,295	49,589	55,883	62,176	68,470	74,764	81,057	87,351	93,645	99,938	106,232
4.80	2.40		18,122	24,416	30,709	37,003	43,296	49,590	55,884	62,177	68,471	74,765	81,058	87,352	93,646	99,939	106,233
		85% SMI														107,508	109,576
		150%FPL	20,385	27,465	34,545	41,625	48,705	55,785	62,865	69,945	77,025	84,105	91,185	98,265	105,345	112,425	119,505
5.60	2.80		20,386	27,466	34,546	41,626	48,706	55,786	62,866	69,946	77,026	84,106	91,186	98,266	105,346	112,426	119,506
			21,177	28,532	35,888	43,243	50,598	57,953	65,308	72,664	80,019	87,374	94,729	102,084	109,439	116,795	124,150
		85% SMI	21,178	28,533	35,889	43,244	50,599	57,954	65,309	72,665	80,020	87,375	94,730	102,085	109,440	116,796	124,151
			21,970	29,600	37,230	44,861	52,491	60,121	67,752	75,382	83,012	90,643	98,273	105,903	113,534	121,164	128,795
		85% SMI	21,971	29,601	37,231	44,862	52,492	60,122	67,753	75,383	83,013	90,644	98,274	105,904	113,535	121,165	128,796
			22,762	30,667	38,573	46,478	54,384	62,290	70,195	78,101	86,006	93,912	101,817	109,723	117,628	125,534	133,439
		85% SMI	22,763	30,668	38,574	46,479	54,385	62,291	70,196	78,102	86,007	93,913	101,818	109,724	117,629	125,535	133,440
8.00	4.00		23,554	31,735	39,916	48,096	56,277	64,458	72,638	80,819	89,000	97,181	105,361	113,542	121,723	129,903	138,084
		85% SMI	23,555	31,736	39,917	48,097	56,278	64,459	72,639	80,820	89,001	97,182	105,362	113,543	121,724	129,904	138,085
			24,346	32,802	41,258	49,714	58,170	66,626	75,082	83,538	91,994	100,449	108,905	117,361	125,817	134,273	142,729
		85% SMI	24,347	32,803	41,259	49,715	58,171	66,627	75,083	83,539	91,995	100,450	108,906	117,362	125,818	134,274	142,730
		185%FPL	25,142	33,874	42,606	51,338	60,070	68,802	77,534	86,266	94,998	103,730	112,462	121,194	129,926	138,658	147,390
10.40	5.20		25,143	33,875	42,607	51,339	60,071	68,803	77,535	86,267	94,999	103,731	112,463	121,195	129,927	138,659	147,391
		85% SMI	26,161	35,247	44,333	53,419	62,505	71,591	80,677	89,763	98,849	107,935	117,021	126,107	135,193	144,279	153,365
			26,162	35,248	44,334	53,420	62,506	71,592	80,678	89,764	98,850	107,936	117,022	126,108	135,194	144,280	153,366
		200%FPL	27,180	36,620	46,060	55,500	64,940	74,380	83,820	93,260	102,700	112,140	121,580	131,020	140,460	149,900	159,340
12.00	6.00		27,181	36,621	46,061	55,501	64,941	74,381	83,821	93,261	102,701	112,141	121,581	131,021	140,461	149,901	159,341
		85% SMI	29,219	39,367	49,515	59,663	69,811	79,959	90,107	100,255	110,403	120,551	130,699	140,847	150,995	161,143	171,291
			29,220	39,368	49,516	59,664	69,812	79,960	90,108	100,256	110,404	120,552	130,700	140,848	150,996	161,144	171,292
		85% SMI	31,257	42,113	52,969	63,825	74,681	85,537	96,393	107,249	118,105	128,961	139,817	150,673	161,529	172,385	183,241
13.60	6.80		31,258	42,114	52,970	63,826	74,682	85,538	96,394	107,250	118,106	128,962	139,818	150,674	161,530	172,386	183,242
		85% SMI	35,836	46,863	57,889	68,915	79,942	90,968									

Parents receiving hourly care pay up to the part time fee.
Note: 10% Parent Fee was calculated using 260 days.
Refer to 6M-4.400, F.A.C.

2022 Poverty Level (FPL) effective J. Jan. 12, 2022
LIHEAP IM 2021-03 State Median Income Estimates

Income 85% State Median Income: Upper threshold for eligibility

Please answer the following questions:

- (1) If there is a sibling discount what is the percentage? Yes, 50%
- (2) If any family pays more than 10% of their gross income for child care, please complete and attach the justification form that explains how the fees will not limit parent access to services. N/A No family will pay more than 10% of their gross income.

ATTACHMENT 7-A

**PROVIDER REIMBURSEMENT RATE SCHEDULE
Baker County**

EARLY LEARNING COALITION OF North Florida (Baker)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	27.02	5.40	36.00	7.20	35.00	7.00	-
(TOD)	12<24 MTH	25.00	5.00	27.20	5.44	27.20	5.44	-
(2YR)	24 <36 MTH	23.02	4.60	26.35	5.27	25.50	5.10	-
(PR3)	36 <48 MTH	21.00	4.20	22.50	4.50	22.50	4.50	-
(PR4)	48 <60 MTH	21.00	4.20	22.50	4.50	21.00	4.20	-
(PR5)	60 <72 MTH	21.00	4.20	21.00	4.20	20.78	4.16	-
(SCH)	In School	13.48	2.70	12.84	2.57	12.84	2.57	-
(SPCR)	Special Needs	27.02	5.40	36.00	7.20	35.00	7.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	27.00	5.40	29.00	5.80	27.00	5.40	-
(TOD)	12<24 MTH	24.00	4.80	21.25	4.25	21.25	4.25	-
(2YR)	24 <36 MTH	20.40	4.08	21.25	4.25	21.25	4.25	-
(PR3)	36 <48 MTH	17.00	3.40	18.00	3.60	17.25	3.45	-
(PR4)	48 <60 MTH	17.00	3.40	17.25	3.45	16.50	3.30	-
(PR5)	60 <72 MTH	17.00	3.40	16.50	3.30	16.50	3.30	-
(SCH)	In School	8.56	1.71	8.56	1.71	8.56	1.71	-
(SPCR)	Special Needs	27.00	5.40	29.00	5.80	27.00	5.40	-

ATTACHMENT 7-B

**PROVIDER REIMBURSEMENT RATE SCHEDULE
Bradford County**

EARLY LEARNING COALITION OF North Florida (Bradford)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	40.00	8.00	36.00	7.20	35.00	7.00	
(TOD)	12<24 MTH	22.00	4.40	27.20	5.44	27.20	5.44	
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	25.50	5.10	
(PR3)	36 <48 MTH	22.00	4.40	22.50	4.50	22.50	4.50	
(PR4)	48 <60 MTH	22.00	4.40	22.50	4.50	21.00	4.20	
(PR5)	60 <72 MTH	22.00	4.40	21.00	4.20	20.78	4.16	
(SCH)	In School	12.84	2.57	12.84	2.57	12.84	2.57	
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	35.00	7.00	

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

ATTACHMENT 7-C

**PROVIDER REIMBURSEMENT RATE SCHEDULE
Clay County**

EARLY LEARNING COALITION OF North Florida (Clay)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	40.00	8.00	36.00	7.20	32.33	6.47	
(TOD)	12<24 MTH	36.00	7.20	32.00	6.40	27.20	5.44	
(2YR)	24 <36 MTH	31.00	6.20	27.20	5.44	27.20	5.44	
(PR3)	36 <48 MTH	28.00	5.60	25.00	5.00	22.50	4.50	
(PR4)	48 <60 MTH	27.00	5.40	25.00	5.00	20.78	4.16	
(PR5)	60 <72 MTH	27.00	5.40	25.00	5.00	20.78	4.16	
(SCH)	In School	16.05	3.21	12.84	2.57	12.84	2.57	
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	32.33	6.47	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	32.00	6.40	32.00	6.40	32.00	6.40	
(TOD)	12<24 MTH	28.00	5.60	26.00	5.20	22.10	4.42	
(2YR)	24 <36 MTH	27.00	5.40	24.00	4.80	20.40	4.08	
(PR3)	36 <48 MTH	25.00	5.00	24.00	4.80	18.00	3.60	
(PR4)	48 <60 MTH	25.00	5.00	24.00	4.80	18.00	3.60	
(PR5)	60 <72 MTH	20.00	4.00	24.00	4.80	18.00	3.60	
(SCH)	In School	10.79	2.16	10.91	2.18	10.91	2.18	
(SPCR)	Special Needs	32.00	6.40	32.00	6.40	32.00	6.40	

ATTACHMENT 7-D

**PROVIDER REIMBURSEMENT RATE SCHEDULE
Nassau County**

EARLY LEARNING COALITION OF North Florida (Nassau)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	37.00	7.40	36.00	7.20	35.00	7.00	
(TOD)	12<24 MTH	33.00	6.60	27.20	5.44	27.20	5.44	
(2YR)	24 <36 MTH	33.00	6.60	26.35	5.27	25.50	5.10	
(PR3)	36 <48 MTH	25.00	5.00	22.50	4.50	22.50	4.50	
(PR4)	48 <60 MTH	25.00	5.00	22.50	4.50	21.00	4.20	
(PR5)	60 <72 MTH	27.00	5.40	21.00	4.20	20.78	4.16	
(SCH)	In School	14.12	2.82	12.84	2.57	12.84	2.57	
(SPCR)	Special Needs	37.00	7.40	36.00	7.20	35.00	7.00	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	35.00	7.00	29.00	5.80	27.00	5.40	
(TOD)	12<24 MTH	31.17	6.23	21.25	4.25	21.25	4.25	
(2YR)	24 <36 MTH	31.17	6.23	21.25	4.25	21.25	4.25	
(PR3)	36 <48 MTH	23.60	4.72	18.00	3.60	17.25	3.45	
(PR4)	48 <60 MTH	23.60	4.72	17.25	3.45	16.50	3.30	
(PR5)	60 <72 MTH	23.60	4.72	16.50	3.30	16.50	3.30	
(SCH)	In School	8.56	1.71	8.56	1.71	8.56	1.71	
(SPCR)	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	

ATTACHMENT 7-E

**PROVIDER REIMBURSEMENT RATE SCHEDULE
Putnam County**

EARLY LEARNING COALITION OF North Florida (Putnam)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	31.41	6.28	36.00	7.20	23.43	4.69	
(TOD)	12<24 MTH	28.02	5.60	27.20	5.44	19.90	3.98	
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	17.12	3.42	
(PR3)	36 <48 MTH	20.00	4.00	22.50	4.50	16.05	3.21	
(PR4)	48 <60 MTH	20.00	4.00	22.50	4.50	16.05	3.21	
(PR5)	60 <72 MTH	20.00	4.00	21.00	4.20	16.05	3.21	
(SCH)	In School	13.91	2.78	13.91	2.78	13.91	2.78	
(SPCR)	Special Needs	31.41	6.28	36.00	7.20	23.43	4.69	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	25.00	5.00	29.00	5.80	17.56	3.51	
(TOD)	12<24 MTH	22.00	4.40	21.25	4.25	13.60	2.72	
(2YR)	24 <36 MTH	20.00	4.00	21.25	4.25	13.60	2.72	
(PR3)	36 <48 MTH	19.00	3.80	18.00	3.60	12.04	2.41	
(PR4)	48 <60 MTH	19.00	3.80	17.25	3.45	12.04	2.41	
(PR5)	60 <72 MTH	19.00	3.80	16.50	3.30	12.04	2.41	
(SCH)	In School	10.43	2.09	10.43	2.09	10.43	2.09	
(SPCR)	Special Needs	25.00	5.00	29.00	5.80	17.56	3.51	

ATTACHMENT 7-F

PROVIDER REIMBURSEMENT RATE SCHEDULE St. Johns County

EARLY LEARNING COALITION OF North Florida (St. Johns)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	53.00	10.60	36.00	7.20	30.00	6.00	
(TOD)	12<24 MTH	43.00	8.60	27.20	5.44	22.95	4.59	
(2YR)	24 <36 MTH	40.80	8.16	26.35	5.27	22.95	4.59	
(PR3)	36 <48 MTH	38.00	7.60	22.50	4.50	20.54	4.11	
(PR4)	48 <60 MTH	35.10	7.02	22.50	4.50	18.83	3.77	
(PR5)	60 <72 MTH	35.10	7.02	21.00	4.20	18.83	3.77	
(SCH)	In School	20.38	4.08	15.41	3.08	15.41	3.08	
(SPCR)	Special Needs	53.00	10.60	36.00	7.20	30.00	6.00	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	43.20	8.64	29.00	5.80	27.00	5.40	
(TOD)	12<24 MTH	41.00	8.20	21.25	4.25	21.25	4.25	
(2YR)	24 <36 MTH	38.00	7.60	21.25	4.25	21.25	4.25	
(PR3)	36 <48 MTH	34.00	6.80	18.00	3.60	17.25	3.45	
(PR4)	48 <60 MTH	33.00	6.60	17.25	3.45	16.50	3.30	
(PR5)	60 <72 MTH	33.00	6.60	16.50	3.30	16.50	3.30	
(SCH)	In School	12.41	2.48	11.56	2.31	11.56	2.31	
(SPCR)	Special Needs	43.20	8.64	29.00	5.80	27.00	5.40	

ATTACHMENT 8
HOLIDAY SCHEDULE

Independence Day
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Jr. Day (third Monday in January)
Memorial Day (last Monday in May)

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**ATTACHMENT 9
SCHOOL READINESS BUDGET**

State of Florida Notice of Award No. EL432	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	2101FLTANF (22.22%)
93.575 / CCDF Discretionary	G2101FLCCDD (55.71%)
93.596 / CCDF Mandatory	G2101FLCCDF (5.04%)
93.596 / CCDF Matching and MOE	G2101FLCCDM (16.97%)
93.667 / SSBG	G2101FLS0SR (0.06%)
	Grand Total 100%

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$420,000	\$560,403	\$980,403
Non-direct Services	97BBD	\$318,093		\$318,093
Systems	97SYS			
Eligibility Determination	97BDE	\$703,518		\$703,518
Quality	97Q00, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	\$1,091,642	\$561,090	\$1,652,732
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$455,873	\$25,000	\$480,873
Inclusion	97QIN	\$103,289		\$103,289
Resource & Referral	97Q14	\$362,849		\$362,849
Total Non-Slots (Non-Direct)		\$3,455,264	\$1,146,493	\$4,601,757
Gold Seal Payments	97GSD	\$600,000		\$600,000
Performance Funding	QPIIPD, QPICA, QPIPQ, QPICQ	\$700,467		\$700,467
SR Matching Funding		176,305		176,305
Slots		\$15,905,791		\$15,905,791
Total Slots (Direct Services)		\$17,382,563		\$17,382,563
Grand Totals		\$20,837,827	\$1,146,493	\$21,984,320

NOA Total

Additional School Readiness-Related Programs and Funding

(Exclusive of DEL School Readiness Grant Award Funding)

<p>A. (A.R.P.A.) The American Rescue Plan Act – Stabilization Funding (EL432)</p> <p>CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. 2101FLCSC6 – 100% funding [amount includes up to 5% for General Administration]</p> <p>Total</p>	<p style="text-align: center;">To be determined once grant award received for 2022/2023</p>
<p>B. (P.D.G.) Preschool Development Grant (EL432)</p> <p>CFDA# 93.434/ESSA Florida Preschool Development Grants Birth Through Five, Federal Award Nos.</p> <p>Federal Award No. 90TP0068-02-01 – 100% funding [amount includes up to 5% for General Administration]</p> <p>Total</p>	<p style="text-align: center;">To be determined once grant award received for 2022/2023</p>
<p>C. (C.R.R.S.A.) Coronavirus Response and Relief Supplemental Act Funding (EL432)</p> <p>CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. 2101FLCCC5 – 100% funding [amounts include up to 5% for General Administration]</p> <p>Phase VI Provider Grants CRRSA VPK Closure Days CRRSA ELC Program Outreach CRRSA ELC Workforce Incentives Phase V Provider Grants</p> <p>Total</p>	<p style="text-align: center;">To be determined once grant award received for 2022/2023</p>
<p>D. Early Learning Florida (through the University of Florida Lastinger Center)</p> <p>Effective dates 09/01/21 – 08/31/22</p> <p>Total (total dollar amount up to and not to exceed)</p>	<p style="text-align: center;">\$12,000</p>
<p>E. Program Assessments (EL432)</p> <p>CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. G2101FLCCDD – 100% funding</p> <p>Total</p>	<p style="text-align: center;">To be determined once grant award received for 2022/2023</p>

**ATTACHMENT 10
VOLUNTARY PREKINDERGARTEN BUDGET**

**Episcopal Children's Services and
The Early Learning Coalition of North Florida
VPK Budget
DUNS # 130220796**

State of Florida Notice of Award No. EL432 /CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPADM	\$336,297
VPK Enrollment	VPENR	157,367
VPK Monitoring	VPMON	15,009
Total ECS Administrative Costs (up to 3.6% of slots earned)		\$508,674
<i>Coalition Administrative Costs</i> (up to 0.4% of slots earned)		\$56,519
Total Non-Slots (ECS + Coalition) (4% of slots earned)		\$565,193
Direct Services - Slots		\$14,129,820
Grand Total		\$14,695,013

Additional VPK-Related Programs and Funding

(Exclusive of DEL VPK Grant Award Funding)

<p>E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding (EL432)</p> <p>CFDA# 84.425D/Elementary and Secondary School Emergency Relief (ESSER) Fund</p> <p>Federal Award No. S425D210052 – 100% funding</p> <p>[amount includes up to 5% for General Administration, OCA RADMN (CRRSA admin)]</p> <p>Total</p>	<p>To be determined once grant award received for 2022/2023</p>
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ATTACHMENT 11
Prior Approval Program Guidance

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

OF INTEREST TO

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

AUTHORITY

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

[45 CFR §75](#) – U.S. Department of Health and Human Services (USDHHS), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

Reference to any laws, rules and regulations in this guidance document includes revisions to those laws and regulations made after the effective date of this guidance document.

BACKGROUND

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

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

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

DEFINITIONS

Prior Written Approval

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

Authorized Official

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

INSTRUCTIONS

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

To request prior approval from DEL: See Attachment I- How to Submit a Prior Approval Request.

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

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

DEL DISPOSITION

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

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

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

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

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

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

EFFECTIVE DATE

Issuance of this guidance represents approval by DEL management of the indicated procedures and related administrative forms. These procedures will be effective as of the date of this guidance. Revised June 30, 2017; effective date July 1, 2017. Revised and reissued July 1, 2019. Revised and reissued July 1, 2021.

ATTACHMENTS

Attachment I - How to Submit a Prior Approval Request

Attachment II - Prior Approval Reference Guide

Please direct questions and comments to the Division of Early Learning at

OEL.questions@OEL.myflorida.com.

ATTACHMENT 12

Prior Approval Reference Guide

Program Guidance 240.05 (Attachment II) Prior Approval Reference Guide

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

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

Administrative Requirement/ Cost Item	Reference/Citation	Description	Is annual approval available?
Fund raising and investment management costs	2 CFR §200.442(a); 45 CFR §75.442(a)	Fund raising costs for the purposes of meeting the federal program objectives.	No ¹
Goods or services for personal use	2 CFR §200.445(b); 45 CFR §75.445(b)	Direct costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.	No ¹
Insurance and indemnification	2 CFR §200.447(b)(2); 45 CFR §75.447(b)(2)	Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, federal government property.	No ¹
Intangible property	2 CFR §200.315(a); 45 CFR §75.322(a)	Encumber the title of property acquired under a federal award.	No ¹
Memberships, subscriptions, and professional activity costs	2 CFR §200.454(c); 45 CFR §75.454(c)	Costs of membership in any civic or community organization.	Yes
Organization costs	2 CFR §200.455; 45 CFR §75.455	Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization of an organization.	No ¹
Participant support costs	2 CFR §200.456; 45 CFR §75.456	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.	Yes
Pre-award costs	2 CFR §200.458; 45 CFR §75.458	Costs incurred prior to the effective date of the federal award directly pursuant to the negotiation and in anticipation of the federal award where such costs are necessary for efficient and timely performance of the scope of work.	Yes

Administrative Requirement/ Cost Item	Reference/Citation	Description	Is annual approval available?
Program income	2 CFR §200.307(e)(2); 45 CFR §75.307	Program income may be added to the award.	No ¹
	2 CFR § 200.307(e)(3); 45 CFR § 75.307	Program income may be used to meet the cost sharing or matching requirement of the federal award.	No ¹
Real property	2 CFR §200.311(b) and (c); 45 CFR §75.318(b) and (c)	Use of real property and disposition instructions for real property acquired or improved under a federal award when it is no longer needed for the originally authorized purpose.	No ¹
Rearrangement and reconversion costs	2 CFR §200.462(a); 45 CFR §75.462(a)	Direct cost for special arrangements and alterations costs incurred specifically for a federal award.	No ¹
Revision of budget and program plans	2 CFR § 200.308(c); 45 CFR § 75.308(c)	Listed program or budget-related changes.	No ¹
Selling and marketing costs	2 CFR § 200.467; 45 CFR § 75.467	Direct costs of selling and marketing any products or services when necessary for the performance of the federal award.	No ¹
Taxes (including Value Added Tax)	2 CFR § 200.470(c); 45 CFR § 75.470	Use of the foreign government value added tax refunds for approved activities under the federal award (where the federal award has not expired).	No ¹
Travel costs	2 CFR §200.475(a); 45 CFR §75.474(a)	Travel costs of governmental officials covered by 2 CFR §200.444 and 45 CFR §75.444 when specifically related to the federal award.	No ¹
	2 CFR §200.47(c)(2); 45 CFR §75.474(c)(2)	Travel costs for dependents of six months or more in duration.	No ¹

Note: ¹ Requires individual approval

ATTACHMENT 13

ANNUAL INTERNAL CONTROL CERTIFICATION FORM

ANNUAL INTERNAL CONTROLS ASSURANCE

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

- | | |
|---|--|
| <input type="checkbox"/> Compliance and Reporting for Internal Controls | <input type="checkbox"/> Oversight and Monitoring Resolution Process
(for internal operations and sub-recipients) |
| <input type="checkbox"/> Procurement and Contracting | <input type="checkbox"/> Prior Approval Procedures |
| <input type="checkbox"/> Cost Allocation | <input type="checkbox"/> Sarbanes Oxley Act (2002) |
| <input type="checkbox"/> Financial Management Systems | <input type="checkbox"/> Records Management |
| <input type="checkbox"/> Property Management | <input type="checkbox"/> Confidentiality of Data (includes IT related issues) |
| <input type="checkbox"/> Equal Opportunity Procedures | <input type="checkbox"/> Electronic Submission of Confidential Data |

Name and Title of Authorized Representative

Date

Signature

ATTACHMENT 14

Filing and Payment of Taxes Certification

**CERTIFICATION OF FILING AND PAYMENT OF
FEDERAL TAXES**

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

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

AND

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

AND

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

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

ATTACHMENT 15 CONTRACT ASSURANCES AND CERTIFICATIONS

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

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

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

A. Assurances – Non-Construction Programs

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-Federal share of project cost) to ensure proper planning, management and completion of the Agreement.
2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
3. Will establish safeguards to prohibit employees and Board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the Coalition.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

6. Will comply with all Federal statutes relating to **nondiscrimination**. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the **Davis-Bacon Act** (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements. When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Department of Labor regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.
 - For projects involving construction –
 - The project is not inconsistent with the Florida DOE’s overall plans for the construction of school facilities.
 - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
 - When federal program legislation requires, all construction contracts the recipients and subrecipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with **environmental standards** which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking

water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

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

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

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

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

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

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

(1) It shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

(2) The first violation of subsection (1) shall be a non-criminal violation as defined in s. 775.08(3) and, upon conviction, shall be punishable as provided in s. 775.082(5) by a civil fine of not more than \$500, regardless of the number of aliens with respect to whom the violation occurred.

(3) Any person who has been previously convicted for a violation of subsection (1) and who thereafter violates subsection (1), shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Any such subsequent violation of this section shall constitute a separate offense with respect to each unauthorized alien.

D. Facility Accessibility Statement

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

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

The Voluntary Prekindergarten (VPK) Education Program and the School Readiness Programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the

Contractor shall reflect the separation of the expenditure of funds. Records shall adequately identify the source and application of funds by OCA for each program/activity.

The Contractor hereby certifies that:

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

F. Audit Requirements

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

A. Accounting and auditing requirements

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

B. Monitoring

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

- 2.2.1. Transactions under \$25,000 must be submitted to DEL for processing within 30 days after receipt of governing board approval.
- 2.2.2. Transactions of \$25,000 or more must be submitted to DEL for prior written approval before the contract/agreement/activity can be executed.
- 2.3. Related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:
 - 2.3.1. May be financial or non-financial.
 - 2.3.2. May include actual, potential and perceived conflicts of interest.
 - 2.3.3. Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.
 - 2.3.4. May occur due to governing board members and/or active entity employees.
- 2.4. Each ELC shall submit one electronic copy of the support files described above in Section 2.1 and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI – List of Reports. If the ELC does not have access to the DEL SharePoint site, DEL will provide alternative written instructions.
- 3. **Internal controls** – auditor documentation. The Contractor shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The Contractor shall keep these work papers onsite as part of its financial records and shall provide a copy to DEL/ELC as part of the financial reporting package as instructed in section C.3. Report Submission, below.
- 4. **Internal controls – annual self-assessment.** The Contractor must perform an internal controls self-assessment using DEL’s annual Internal Control Questionnaire (ICQ) Survey Form. The Contractor shall provide a copy of the completed annual ICQ to ELC, as instructed below, by **August 31** of each grant award period unless ELC provides other written instructions.
 - 4.1. The annual ICQ will help the Contractor document that the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 CFR §200.303:
 - 4.1.1. The Contractor properly records and accounts for transactions.
 - 4.1.2. The Contractor executes transactions in compliance with laws, regulations and contract provisions.
 - 4.1.3. The Contractor safeguards funds, property and other assets against loss due to unauthorized use or disposition.
 - 4.1.4. Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
 - 4.2. DEL/ELC will provide the annual ICQ form in electronic format to the Contractor by **July 1** of each award period, unless DEL/ELC makes other arrangements.

C. Audits

1. Federally-funded

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

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

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

2. State-funded

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

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

3. Special Audit Testing Requirements

- 3.1. It is essential that the audit firm test the Contractor's monthly reconciliation of its financial records to the Single Statewide Information System (SSIS). To report on the audit tests performed, the auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) the Contractor staff performs this reconciliation monthly; (b) the Contractor has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Contractor's financial records and the SSIS records (or acceptable equivalent documentation files tested/audited) were reconciled and in agreement as of the annual program year end (June 30th). Finally, a statement must be included to indicate the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by DEL/ELC staff upon request.
- 3.2. If such testing was not completed, or if these statements are missing from the annual audit report, the auditor's annual procedures will be considered incomplete/deficient and the Contractor will receive notice of such in the OIG's/ELC's annual Management Decision.

- 3.3. All funds administered by the Contractor must be included in the audit coverage. This includes funds that are provided to any auxiliary entity over which the Contractor exercises controlling influence, such as a foundation. For purposes of this Agreement, all foundations or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
- 3.4. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose and summarized financial data including total assets, liabilities, net assets, revenues, expenditures, and the entity's relationship to the Contractor's activities. The auditor may need to provide other disclosures and presentations (such as consolidated financial statements) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities such as FASB Statement of Position (SOP) 94-3.

4. Report submission

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

G. Certification Regarding Immigration Status

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

H. Certification Regarding Standards of Conduct

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

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

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

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

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

HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of “the Transparency Act” (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$25,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at [the USDHHS ACF website](#).

This assurance may require a **separate form to be completed and submitted to the Coalition by August 1 of each contract/fiscal year.

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

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

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

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

L. Certification Regarding Subrecipient Monitoring

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

M. Assurance for Proper Expenditure Reporting

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

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

N. CCDF Salary Cap Annual Testing Requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that Contractor may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. Contractors may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for **calendar year 2022 is \$203,700** and is accessible annually at the U.S. Office of Personnel Management website <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, then "Executive & Senior Level Employee Pay Tables", then "Rates of Pay for the Executive Schedule". This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The Contractor shall apply this salary limitation to subawards/subcontracts under this agreement.

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

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

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

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

_____ The Contractor is not a major nonprofit organization.

_____ The Contractor is a major nonprofit organization.

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

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

Q. Procurement of Recovered Materials

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

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

Coalition: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

S. Other Assurances – Miscellaneous/General Disclosures

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

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after executing the contract.
5. Will administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Will submit required reports as described in this agreement to the ELC, Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
13. Will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the contract.
14. Will comply with Florida’s Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), if applicable, that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, the Contractor will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
16. Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages and households on the same terms as opposite sex spouses, marriages, and

households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).

17. Will not use federal funds awarded under this Agreement to be used for construction or the purchase of land.
18. Will comply with Human Trafficking Requirements. **Trafficking Victims Protection Act of 2000 (TVPA)** are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended).
19. **Prohibition on certain telecommunications and video surveillance services or equipment**
As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: (a) Procure or obtain, (b) Extend or renew a contract to procure or obtain; or (c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
20. **Protection of human subjects** The Contractor will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this agreement.

T. Conflicts of Interest

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

- 2.5.1. However, the Contractor must adequately disclose and properly report and track such contract activity.
- 2.5.2. The Contractor shall report such contracts to DEL/ELC within 30 days after receiving approval from the governing board.

U. Procurements and other Purchases

The Contractor must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the Contractor is not required to competitively procure direct service providers for the SR or VPK Education Programs. The Contractor must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326.

V. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The Contractor shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The Contractor shall include in all subrecipient contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the Contractor upon contract termination.

In accordance with DEL Program Guidance 240.02, title to all property acquired with funds provided to the Contractor under this agreement shall be vested in the Contractor; however, title and ownership shall be transferred to the ELC upon termination of the Contractor's participation in early learning programs, unless otherwise authorized in writing by DEL/ELC. All property required to be returned to the ELC will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and 69I-73.002, F.A.C.

2. The term "nonexpendable property" shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with DEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, property shall not be purchased with program funds without prior approval from DEL/ELC.
3. Pursuant to 2 CFR §200.302, *Financial management*, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$5,000, whether classified as equipment, technology item or supplies must be safeguarded. The Contractor shall have a written policy on how these items will be tracked, accounted for and safeguarded.
4. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
5. In accordance with DEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased in accordance with DEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
6. Based on Section 273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 7.

7. Proceeds received from the sale of property with a current per unit fair market value up to \$5,000 may be retained at the ELC level to be used to support ongoing operations of the same program that obtained or purchased the property item(s) sold. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with DEL Program Guidance 240.01 – Cash Management Procedures. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the Contractor is no longer receiving funds for the particular project or program, and at the discretion of DEL, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken. Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the ELC/DEL.

W. Purchase of American-made Equipment and Products

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

X . Reporting of Matters Related to Recipient Integrity and Performance

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

Y. Compensation Report Requirements

1. In compliance with the Florida Governor's Executive Order Number 20-44, DEL is responsible for obtaining detailed information about annual compensation and related benefits provided to executive leadership teams for all DEL subrecipients. Each ELC/entity shall submit the following forms/data items:
 - 1.1 Completed Annual Form 990, Return of Organization Exempt from Income Tax. Complete this form and all related attachments using instructions provided by the Department of the Treasury, Internal Revenue Service (IRS).
 - 1.2 Submit notice to DEL for any changes in total executive compensation, including executive director/Chief Executive Officer (CEO) and their direct reports, between annual compensation reports.
 - 1.2.1 DEL's annual compensation reports are described in the prior section, *CCDF Salary Cap annual testing requirements*.
 - 1.2.2 ELCs/Sub-recipients shall submit supplemental reporting for compensation changes in the DEL-prescribed template.
 - 1.2.2.1 Each ELC/entity shall submit any changes in total executive compensation **within 14 calendar days of the change(s)** (*Supplemental Executive Compensation Report*.)
 - 1.2.2.2 Submit the compensation change(s) by employee name, position, current compensation amount (converted into an hourly pay rate), new compensation amount (converted to an hourly pay rate) and indicate the amount and percent of compensation from all sources, including state and federal allocations.
 - 1.2.2.3 Bonuses, incentive payments and annual pay increases are all compensation increases that shall be reported to DEL.
2. DEL's tasks for compensation analysis also require periodic inquiries about and related instructions for allowable compensation activities. Total compensation for any executive leadership team member may

include one or more of the following categories if authorized by DEL. Related DEL instructions for each of these categories are included here.

- 2.1 Salary.** Employee salary is a fixed regular payment, typically paid on a monthly or biweekly basis but often expressed as an annual sum, made by an employer to an employee.
- 2.2 Bonuses/Incentive Payments.** Bonuses or incentive payments are a type of compensation an employer gives to an employee that complements their base pay or salary.
 - 2.2.1** Employee signing and/or retention bonuses are not authorized by DEL as allowable program costs.
 - 2.2.2** Employee bonuses or other incentive payments shall be reported to DEL as described above in section 1.2.
- 2.3 Cashed-in/cashed-out leave.** The practice of converting a portion of an employee's accrued paid time off (PTO) hours (earned following an entity's established/standard policies) into cash compensation that is paid to an employee.
 - 2.3.1** DEL only authorizes/allows an entity's accrued sick leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.
 - 2.3.2** DEL only authorizes/allows an entity's accrued vacation leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.
- 2.4 Cash equivalents.** Cash equivalents are short-term investment securities with assets. This type of compensation is not applicable to or authorized by DEL.
- 2.5 Severance payments.** Severance pay is any compensation and/or benefits (beyond those included in/described by the employer's standard HR/employee policy manual) offered to an employee after their employment is over or stops. Since these payments are not required by federal and/or state laws, this type of compensation is not authorized by DEL from grant, grant program income, or matching funds.
- 2.6 Deferred compensation/retirement benefits.** Deferred compensation is an arrangement in which a portion of an employee's earned income is paid out at a later date after which the income was earned. This type of compensation is allowable, if authorized and included in/described by the employer's standard HR/employee policy manual.
- 2.7 Real property "gifts".** The following federal/state citations apply for this category of activity.
 - 2.7.1** Federal guidance from 2 CFR 200.434, *Contributions and donations*, instructs that the cost of contributions and donations, including cash, property, and services from the non-federal entity to other entities (including individuals) is unallowable.
 - 2.7.2** Federal guidance from 2 CFR 200.445, *Goods or services for personal use*, instructs use of federal funds for the personal benefit of the non-Federal entity's employees is unallowable.
 - 2.7.3** The State of Florida Attorney General Opinion #78-01 requires expressed or implied legal authority to expend federal and/or state funds. DEL does not have the ability to authorize this type of activity.
- 2.8 Other payout(s).** No other types of compensation are authorized by DEL.

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

Printed Name and Title of Authorized Representative

Signature

Date

VI. New/Unfinished Business

C. RETRO ACTIVE APPROVAL of Episcopal Children's Services 2021/2022 Contract Amendment #005-21

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	RETRO-ACTIVE APPROVAL of Episcopal Children’s Services 2021/2022 Contract Amendment #0005-21:
Reason for Recommended Action	<p><u>Revisions:</u></p> <p>A. Retro-active approval to be effective January 1, 2022 of Attachments 7-A through 7-F, Provider Reimbursement Rate Schedules for all six Coalition counties. <i>(Upon drafting the 2022/2023 ECS Contract it was discovered that amendment #4 did not include these updates.)</i></p> <p><u>If this is not done, the following would occur:</u></p> <p>A. ECS’s contract Attachments 7-A through 7-F would not have the correct provider payment amounts for the School Readiness programs.</p>
How the Action will be accomplished	RETRO-ACTIVE APPROVAL of ECS 2021/2022 amendment #0005-21, and party signatures.

**Amendment 0005-21 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 **2021-22** primary services contract as follows:

Item #	Page #	Headings and Text
1	68-73	Attachments 7-A through 7-F Provider Reimbursement Rate Schedules effective January 1, 2022 (for Baker, Bradford, Clay, Nassau, Putnam, and St. Johns Counties)
		(Attached, pages 2-7 revisions replaces original contract attachment and is incorporated as part of this amendment.)
		END OF AMENDMENTS

ATTACHMENT 7-A

PROVIDER REIMBURSEMENT RATE SCHEDULE Baker County

EARLY LEARNING COALITION OF North Florida (Baker)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	27.02	5.40	36.00	7.20	35.00	7.00	-
(TOD)	12<24 MTH	25.00	5.00	27.20	5.44	27.20	5.44	-
(2YR)	24 <36 MTH	23.02	4.60	26.35	5.27	25.50	5.10	-
(PR3)	36 <48 MTH	21.00	4.20	22.50	4.50	22.50	4.50	-
(PR4)	48 <60 MTH	21.00	4.20	22.50	4.50	21.00	4.20	-
(PR5)	60 <72 MTH	21.00	4.20	21.00	4.20	20.78	4.16	-
(SCH)	In School	13.48	2.70	12.84	2.57	12.84	2.57	-
(SPCR)	Special Needs	27.02	5.40	36.00	7.20	35.00	7.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	27.00	5.40	29.00	5.80	27.00	5.40	-
(TOD)	12<24 MTH	24.00	4.80	21.25	4.25	21.25	4.25	-
(2YR)	24 <36 MTH	20.40	4.08	21.25	4.25	21.25	4.25	-
(PR3)	36 <48 MTH	17.00	3.40	18.00	3.60	17.25	3.45	-
(PR4)	48 <60 MTH	17.00	3.40	17.25	3.45	16.50	3.30	-
(PR5)	60 <72 MTH	17.00	3.40	16.50	3.30	16.50	3.30	-
(SCH)	In School	8.56	1.71	8.56	1.71	8.56	1.71	-
(SPCR)	Special Needs	27.00	5.40	29.00	5.80	27.00	5.40	-

ATTACHMENT 7-B

PROVIDER REIMBURSEMENT RATE SCHEDULE Bradford County

EARLY LEARNING COALITION OF North Florida (Bradford)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	40.00	8.00	36.00	7.20	35.00	7.00	
(TOD)	12<24 MTH	22.00	4.40	27.20	5.44	27.20	5.44	
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	25.50	5.10	
(PR3)	36 <48 MTH	22.00	4.40	22.50	4.50	22.50	4.50	
(PR4)	48 <60 MTH	22.00	4.40	22.50	4.50	21.00	4.20	
(PR5)	60 <72 MTH	22.00	4.40	21.00	4.20	20.78	4.16	
(SCH)	In School	12.84	2.57	12.84	2.57	12.84	2.57	
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	35.00	7.00	

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

ATTACHMENT 7-C

PROVIDER REIMBURSEMENT RATE SCHEDULE Clay County

EARLY LEARNING COALITION OF North Florida (Clay)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	40.00	8.00	36.00	7.20	32.33	6.47	
(TOD)	12<24 MTH	36.00	7.20	32.00	6.40	27.20	5.44	
(2YR)	24 <36 MTH	31.00	6.20	27.20	5.44	27.20	5.44	
(PR3)	36 <48 MTH	28.00	5.60	25.00	5.00	22.50	4.50	
(PR4)	48 <60 MTH	27.00	5.40	25.00	5.00	20.78	4.16	
(PR5)	60 <72 MTH	27.00	5.40	25.00	5.00	20.78	4.16	
(SCH)	In School	16.05	3.21	12.84	2.57	12.84	2.57	
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	32.33	6.47	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	32.00	6.40	32.00	6.40	32.00	6.40	
(TOD)	12<24 MTH	28.00	5.60	26.00	5.20	22.10	4.42	
(2YR)	24 <36 MTH	27.00	5.40	24.00	4.80	20.40	4.08	
(PR3)	36 <48 MTH	25.00	5.00	24.00	4.80	18.00	3.60	
(PR4)	48 <60 MTH	25.00	5.00	24.00	4.80	18.00	3.60	
(PR5)	60 <72 MTH	20.00	4.00	24.00	4.80	18.00	3.60	
(SCH)	In School	10.79	2.16	10.91	2.18	10.91	2.18	
(SPCR)	Special Needs	32.00	6.40	32.00	6.40	32.00	6.40	

ATTACHMENT 7-D

PROVIDER REIMBURSEMENT RATE SCHEDULE Nassau County

EARLY LEARNING COALITION OF North Florida (Nassau)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	37.00	7.40	36.00	7.20	35.00	7.00	
(TOD)	12<24 MTH	33.00	6.60	27.20	5.44	27.20	5.44	
(2YR)	24 <36 MTH	33.00	6.60	26.35	5.27	25.50	5.10	
(PR3)	36 <48 MTH	25.00	5.00	22.50	4.50	22.50	4.50	
(PR4)	48 <60 MTH	25.00	5.00	22.50	4.50	21.00	4.20	
(PR5)	60 <72 MTH	27.00	5.40	21.00	4.20	20.78	4.16	
(SCH)	In School	14.12	2.82	12.84	2.57	12.84	2.57	
(SPCR)	Special Needs	37.00	7.40	36.00	7.20	35.00	7.00	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	35.00	7.00	29.00	5.80	27.00	5.40	
(TOD)	12<24 MTH	31.17	6.23	21.25	4.25	21.25	4.25	
(2YR)	24 <36 MTH	31.17	6.23	21.25	4.25	21.25	4.25	
(PR3)	36 <48 MTH	23.60	4.72	18.00	3.60	17.25	3.45	
(PR4)	48 <60 MTH	23.60	4.72	17.25	3.45	16.50	3.30	
(PR5)	60 <72 MTH	23.60	4.72	16.50	3.30	16.50	3.30	
(SCH)	In School	8.56	1.71	8.56	1.71	8.56	1.71	
(SPCR)	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	

ATTACHMENT 7-E

PROVIDER REIMBURSEMENT RATE SCHEDULE Putnam County

EARLY LEARNING COALITION OF North Florida (Putnam)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	31.41	6.28	36.00	7.20	23.43	4.69	
(TOD)	12<24 MTH	28.02	5.60	27.20	5.44	19.90	3.98	
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	17.12	3.42	
(PR3)	36 <48 MTH	20.00	4.00	22.50	4.50	16.05	3.21	
(PR4)	48 <60 MTH	20.00	4.00	22.50	4.50	16.05	3.21	
(PR5)	60 <72 MTH	20.00	4.00	21.00	4.20	16.05	3.21	
(SCH)	In School	13.91	2.78	13.91	2.78	13.91	2.78	
(SPCR)	Special Needs	31.41	6.28	36.00	7.20	23.43	4.69	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	25.00	5.00	29.00	5.80	17.56	3.51	
(TOD)	12<24 MTH	22.00	4.40	21.25	4.25	13.60	2.72	
(2YR)	24 <36 MTH	20.00	4.00	21.25	4.25	13.60	2.72	
(PR3)	36 <48 MTH	19.00	3.80	18.00	3.60	12.04	2.41	
(PR4)	48 <60 MTH	19.00	3.80	17.25	3.45	12.04	2.41	
(PR5)	60 <72 MTH	19.00	3.80	16.50	3.30	12.04	2.41	
(SCH)	In School	10.43	2.09	10.43	2.09	10.43	2.09	
(SPCR)	Special Needs	25.00	5.00	29.00	5.80	17.56	3.51	

ATTACHMENT 7-F

PROVIDER REIMBURSEMENT RATE SCHEDULE St. Johns County

EARLY LEARNING COALITION OF North Florida (St. Johns)								
DAILY PAYMENT-RATE SCHEDULE (Effective 1/1/2022)								
Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	53.00	10.60	36.00	7.20	30.00	6.00	
(TOD)	12<24 MTH	43.00	8.60	27.20	5.44	22.95	4.59	
(2YR)	24 <36 MTH	40.80	8.16	26.35	5.27	22.95	4.59	
(PR3)	36 <48 MTH	38.00	7.60	22.50	4.50	20.54	4.11	
(PR4)	48 <60 MTH	35.10	7.02	22.50	4.50	18.83	3.77	
(PR5)	60 <72 MTH	35.10	7.02	21.00	4.20	18.83	3.77	
(SCH)	In School	20.38	4.08	15.41	3.08	15.41	3.08	
(SPCR)	Special Needs	53.00	10.60	36.00	7.20	30.00	6.00	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	43.20	8.64	29.00	5.80	27.00	5.40	
(TOD)	12<24 MTH	41.00	8.20	21.25	4.25	21.25	4.25	
(2YR)	24 <36 MTH	38.00	7.60	21.25	4.25	21.25	4.25	
(PR3)	36 <48 MTH	34.00	6.80	18.00	3.60	17.25	3.45	
(PR4)	48 <60 MTH	33.00	6.60	17.25	3.45	16.50	3.30	
(PR5)	60 <72 MTH	33.00	6.60	16.50	3.30	16.50	3.30	
(SCH)	In School	12.41	2.48	11.56	2.31	11.56	2.31	
(SPCR)	Special Needs	43.20	8.64	29.00	5.80	27.00	5.40	

THIS AMENDMENT shall begin on June 15, 2022, 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

D. Approval of the ELC of North Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 9/01/21 – 8/31/22, Amendment #1 (5/03/22)*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the ELC of North Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 09/01/21 – 08/31/22, Amendment #1 (05/03/22)
Reason for Recommended Action	<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 original total contract was not to exceed \$12,000.</p> <p>This amendment #1 would increase the “not to exceed” amount to \$13,000.</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 increase the contract amount to \$13,000 for extending this professional development opportunity to the child care providers in the Coalition’s service area.
How the Action will be accomplished	Approval of this Contract Amendment #1 and party signatures.

**FIRST AMENDMENT
TO THE
CONTRACT FOR SERVICES
BETWEEN
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND
Early Learning Coalition of North Florida**

The Contract for Services (“Contract”) entered into on September 1, 2021, by and between **The University of Florida Board of Trustees**, a public body corporate of the State of Florida, for the benefit of **Lastinger Center for Learning** (“University”), and **Early Learning Coalition of North Florida** (“Supplier”), is hereby amended as of the date of last signature below (“First Amendment Effective Date”) and the parties agree as follows:

- 1. Exhibit A, Compensation and Payment Schedule (Section 3): Total Contract not to exceed amount increased to **Thirteen Thousand Dollars (\$13,000)**.
- 2. All other terms of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this presents to be executed in several counterparts, each of which shall be deemed original, as of the First Amendment Effective Date.

UNIVERSITY:

By: _____

Name: _____
 (Printed)

Title: _____

Date: _____

SUPPLIER:

By: Dawn Bell

Name: Dawn Bell
 (Printed)

Title: CEO

Date: 5/3/2022 | 1:07 PM PDT

VI. New/Unfinished Business

E. Approval of the ELC of North Florida –
University of Florida/Lastinger Center Early
Learning Contract effective 9/01/21-8/31/22
AMENDMENT #1*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the ELC of North Florida - University of Florida/Lastinger Center and Episcopal Children’s Services Early Learning Florida Contract effective 09/01/21 – 08/31/22, Amendment #1
Reason for Recommended Action	<p>(This Contract and dollar amount will also be added to ECS’s 2021/2022 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 was not to exceed \$12,000.</p> <p>This contract amendment will increase the “not to exceed” amount to \$13,000.</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 increase the contract amount to \$13,000 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	Approval of this Contract Amendment #1 and party signatures.

**FIRST AMENDMENT
TO THE
CONTRACT FOR SERVICES**

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**

The Contract for Services (“Contract”) entered into on September 1, 2021, 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” is hereby amended as of the date of last signature below (“First Amendment Effective Date”) and the parties agree as follows:

1. Exhibit A, Compensation and Payment Schedule (Section 3): Total Contract not to exceed amount increased to **Thirteen Thousand Dollars (\$13,000)**.
2. All other terms of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this presents to be executed in several counterparts, each of which shall be deemed original, as of the First Amendment Effective Date.

ELC:

By: _____

Name: _____

(Printed)

Title: _____

Date: _____

VENDOR:

By: _____

Name: _____

(Printed)

Title: _____

Date: _____

Early Learning Coalition of North Florida, Inc.
Board Meeting
June 9, 2021

VI. New/Unfinished Business

F. Approval of 2019-21 School Readiness Plan Amendment #33*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2019-21 School Readiness Plan Amendment #33
Reason for Recommended Action	<p>The following School Readiness Plan Attachments were revised:</p> <p><u>Revisions/Updates Required:</u></p> <ul style="list-style-type: none"> • Attachment I.I.I. E Quality Performance Report rev 061522 (annual updates to this section) <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 attachment for the SR Plan section I.I.I. Quality Performance Report would not be properly updated/in compliance with DEL.
How the Action will be accomplished	Board Approval, then DEL Approval.



Executive Summary – Provider Rate Increase

Overview

Provider rates paid by the ELC were increased for all care levels except School Age in January 2022. School age rates are also below the market rate (75th percentile of all rates in a county by age group and care type). Low rates create hardships for both providers and parents.. According to federal and state regulations, the ELC should to the extent possible pay providers at the 75th percentile. While the ELC does not have the funding to raise school age rates to the 75th percentile, we do have funding to increase school age rates by 20% effective July 1.

Both last year and this year, the ELC has received an increase in School Readiness funding and has eliminated our waiting list. Additionally, for the past 2 years, despite multiple outreach strategies, the overall enrollment has dropped.

Report Findings

The ELC has received \$3,212,211 in additional School Readiness Funding which was meant to clear the wait list and to fund a provider rate increase that DEL implemented last year. DEL's provider rate increase was effective as of January 1, 2021, The ELC has been clearing the waitlist on a weekly basis and actively recruiting School Readiness families. Additionally, the ELC voted to increase rates for care levels up to school age in January of this year. However, this still leaves the ELC projecting a surplus of over \$2million this year before this additional rate increase.. The ELC has received additional funding in the past several years but the reason for the surplus is primarily a lack of demand for subsidized care. This is due to the pandemic, either directly or indirectly but even as conditions have improved, our enrollment numbers have stayed flat. This is true despite multiple outreach efforts. At least 78% of our budget must be spent on direct services (child care) so little of the surplus could be diverted to other program areas.

The proposed rate increases effective on July 1, 2022, will cost approximately \$692,000 assuming all providers have rates of at least our new reimbursement rate.. In future years, the costs will be the same as this first year. Even with the increase we are projecting a surplus, but

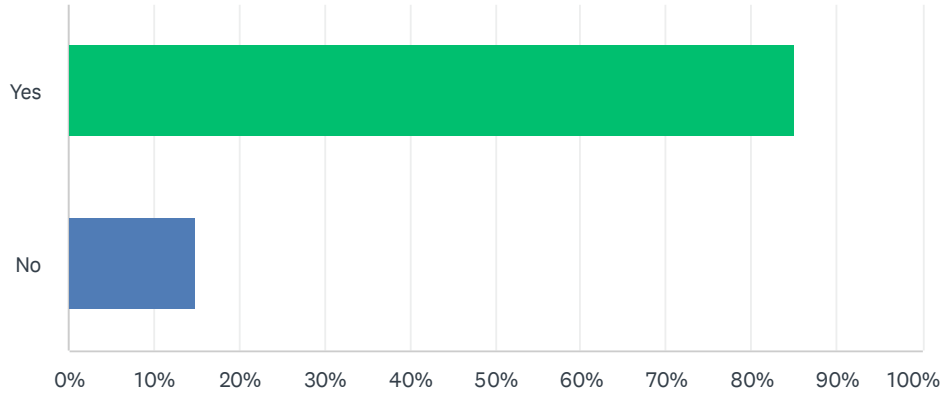
we are also aware that the state will set rates going forward and that all providers will receive the state assigned rate at that time. Now providers cannot be paid by the ELC more than they charge private pay parents unless they qualify for certain stipends. Next year at some point that will change, and we anticipate many providers receiving an automatic rate increase which will further increase our spending and decrease the projected surplus. At this time, it is impossible to know the full impact so we are recommending a smaller school age increase which will still be a great benefit to our parents and providers but will leave funding for the change in how rates are set in 2022/2023. Meanwhile, we will continue enrolling and clearing our waiting list.. If this rate increase and the change in how provider rates are set does not fully utilize our funding next year,, we will have the option to de-obligate the funds if needed so that other ELC's could benefit. Some of any surplus can be used in other areas if at least 78% of the total spent is spent for direct services. Should we find that enrollment catches up with our funding at some future point, we can stop enrollments or even allow families to attrition out of the program over time.

Conclusion

We are proposing a targeted 20% rate increase for all providers in all counties for school age children. This will be a help to both providers and parents and is supported by both groups as borne out by our survey completed last winter and is attached.

Q1 Do you support a School Readiness provider rate increase that would bring most care levels to the median cost of care in your county?

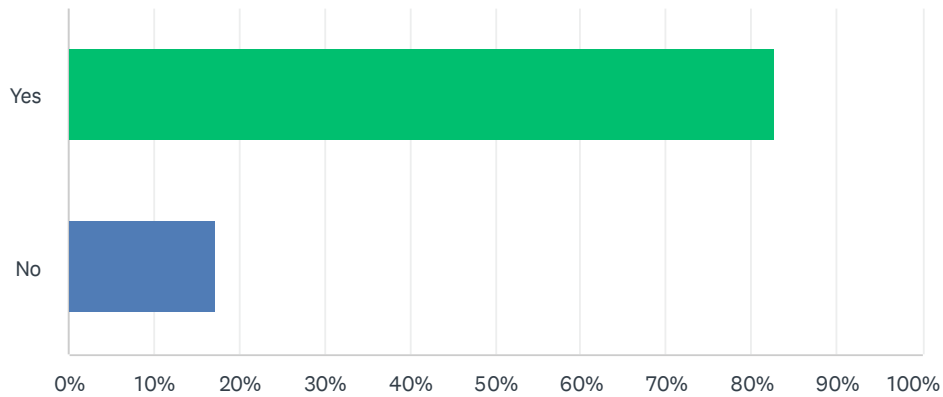
Answered: 455 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	85.05%	387
No	14.95%	68
TOTAL		455

Q2 For the past year or more, the ELC of North Florida has not had waiting list for School Readiness services but also serves less children that it has historically. Even with this increase, the ELC anticipates continued enrollment in the program in the foreseeable future. Do you support a rate increase in this circumstance?

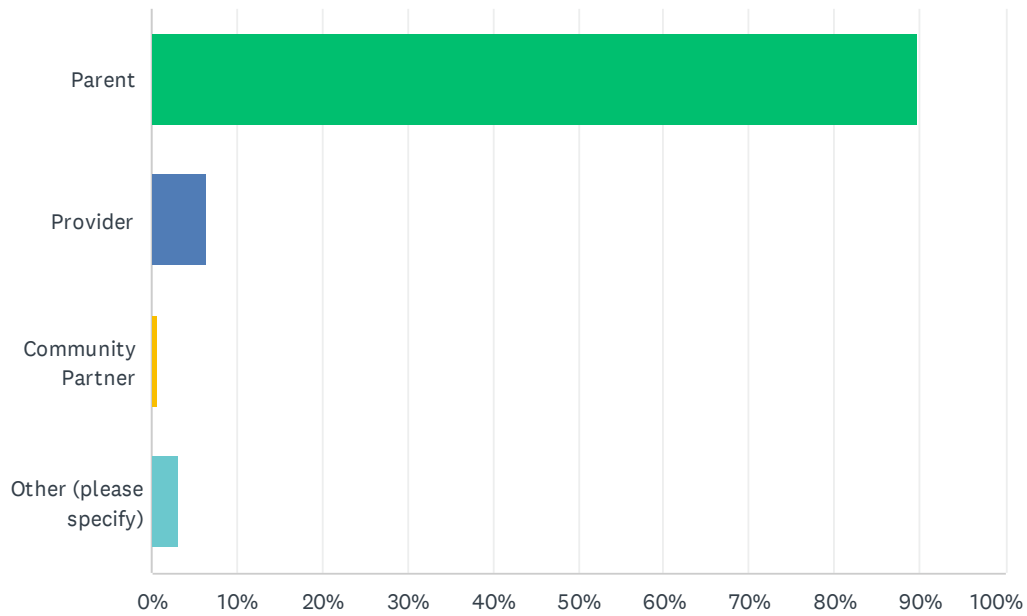
Answered: 457 Skipped: 2



ANSWER CHOICES	RESPONSES
Yes	82.71% 378
No	17.29% 79
TOTAL	457

Q3 Are you a parent, provider or community partner

Answered: 458 Skipped: 1



ANSWER CHOICES	RESPONSES	
Parent	89.74%	411
Provider	6.33%	29
Community Partner	0.66%	3
Other (please specify)	3.28%	15
TOTAL		458

**Summary of Rate Increase
20% increase for School Aged Children Only**

County	Amount
Baker	42,349.44
Bradford	42,603.12
Clay	192,877.80
Nassau	27,127.52
Putnam	222,549.72
St. Johns	164,493.12
Total	\$ 692,000.72

All other rates were increased to market rate as of 1/1/2022. School Age rates were not increased then and have remained well below market. This increase will not bring the school age rates to market but will increase those rates by 20% across all counties and provider types bringing additional income to those programs.

Step 3: Complete the payment rate template using the proposed provider payment rates.

EARLY LEARNING COALITION OF __North Florida__ (Baker)_____
DAILY PAYMENT-RATE SCHEDULE (Effective __7/1/2022_____)

Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	27.02	5.40	36.00	7.20	35.00	7.00	-
(TOD)	12<24 MTH	25.00	5.00	27.20	5.44	27.20	5.44	-
(2YR)	24 <36 MTH	23.02	4.60	26.35	5.27	25.50	5.10	-
(PR3)	36 <48 MTH	21.00	4.20	22.50	4.50	22.50	4.50	-
(PR4)	48 <60 MTH	21.00	4.20	22.50	4.50	21.00	4.20	-
(PR5)	60 <72 MTH	21.00	4.20	21.00	4.20	20.78	4.16	-
(SCH)	In School	16.18	3.24	15.41	3.08	15.41	3.08	-
(SPCR)	Special Needs	27.02	5.40	36.00	7.20	35.00	7.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	27.00	5.40	29.00	5.80	27.00	5.40	-
(TOD)	12<24 MTH	24.00	4.80	21.25	4.25	21.25	4.25	-
(2YR)	24 <36 MTH	20.40	4.08	21.25	4.25	21.25	4.25	-
(PR3)	36 <48 MTH	17.00	3.40	18.00	3.60	17.25	3.45	-
(PR4)	48 <60 MTH	17.00	3.40	17.25	3.45	16.50	3.30	-
(PR5)	60 <72 MTH	17.00	3.40	16.50	3.30	16.50	3.30	-
(SCH)	In School	10.27	2.05	10.27	2.05	10.27	2.05	-
(SPCR)	Special Needs	27.00	5.40	29.00	5.80	27.00	5.40	-

Step 3: Complete the payment rate template using the proposed provider payment rat

EARLY LEARNING COALITION OF __ North Florida__ (Bradford)_____
DAILY PAYMENT-RATE SCHEDULE (Effective __7/1/2022_____)

Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	40.00	8.00	36.00	7.20	35.00	7.00	-
(TOD)	12<24 MTH	22.00	4.40	27.20	5.44	27.20	5.44	-
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	25.50	5.10	-
(PR3)	36 <48 MTH	22.00	4.40	22.50	4.50	22.50	4.50	-
(PR4)	48 <60 MTH	22.00	4.40	22.50	4.50	21.00	4.20	-
(PR5)	60 <72 MTH	22.00	4.40	21.00	4.20	20.78	4.16	-
(SCH)	In School	15.41	3.08	15.41	3.08	15.41	3.08	-
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	35.00	7.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	35.00	7.00	29.00	5.80	27.00	5.40	-
(TOD)	12<24 MTH	15.00	3.00	21.25	4.25	21.25	4.25	-
(2YR)	24 <36 MTH	15.00	3.00	21.25	4.25	21.25	4.25	-
(PR3)	36 <48 MTH	15.00	3.00	18.00	3.60	17.25	3.45	-
(PR4)	48 <60 MTH	15.00	3.00	17.25	3.45	16.50	3.30	-
(PR5)	60 <72 MTH	15.00	3.00	16.50	3.30	16.50	3.30	-
(SCH)	In School	11.56	2.31	10.27	2.05	10.27	2.05	-
(SPCR)	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	-

Step 3: Complete the payment rate template using the proposed provider payment

EARLY LEARNING COALITION OF __North Florida__(Clay)_____
DAILY PAYMENT-RATE SCHEDULE (Effective __7/1/2022_____)

Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	40.00	8.00	36.00	7.20	32.33	6.47	-
(TOD)	12<24 MTH	36.00	7.20	32.00	6.40	27.20	5.44	-
(2YR)	24 <36 MTH	31.00	6.20	27.20	5.44	27.20	5.44	-
(PR3)	36 <48 MTH	28.00	5.60	25.00	5.00	22.50	4.50	-
(PR4)	48 <60 MTH	27.00	5.40	25.00	5.00	20.78	4.16	-
(PR5)	60 <72 MTH	27.00	5.40	25.00	5.00	20.78	4.16	-
(SCH)	In School	19.26	3.85	15.41	3.08	15.41	3.08	-
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	32.33	6.47	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	32.00	6.40	32.00	6.40	32.00	6.40	-
(TOD)	12<24 MTH	28.00	5.60	26.00	5.20	22.10	4.42	-
(2YR)	24 <36 MTH	27.00	5.40	24.00	4.80	20.40	4.08	-
(PR3)	36 <48 MTH	25.00	5.00	24.00	4.80	18.00	3.60	-
(PR4)	48 <60 MTH	25.00	5.00	24.00	4.80	18.00	3.60	-
(PR5)	60 <72 MTH	20.00	4.00	24.00	4.80	18.00	3.60	-
(SCH)	In School	12.95	2.59	13.09	2.62	13.09	2.62	-
(SPCR)	Special Needs	32.00	6.40	32.00	6.40	32.00	6.40	-

Step 3: Complete the payment rate template using the proposed provider paym

EARLY LEARNING COALITION OF __North Florida__ (Nassau)_____
DAILY PAYMENT-RATE SCHEDULE (Effective __7/1/2022_____)

Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	37.00	7.40	36.00	7.20	35.00	7.00	
(TOD)	12<24 MTH	33.00	6.60	27.20	5.44	27.20	5.44	
(2YR)	24 <36 MTH	33.00	6.60	26.35	5.27	25.50	5.10	
(PR3)	36 <48 MTH	25.00	5.00	22.50	4.50	22.50	4.50	
(PR4)	48 <60 MTH	25.00	5.00	22.50	4.50	21.00	4.20	
(PR5)	60 <72 MTH	27.00	5.40	21.00	4.20	20.78	4.16	
(SCH)	In School	16.94	3.39	15.41	3.08	15.41	3.08	
(SPCR)	Special Needs	37.00	7.40	36.00	7.20	35.00	7.00	

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	35.00	7.00	29.00	5.80	27.00	5.40	
(TOD)	12<24 MTH	31.17	6.23	21.25	4.25	21.25	4.25	
(2YR)	24 <36 MTH	31.17	6.23	21.25	4.25	21.25	4.25	
(PR3)	36 <48 MTH	23.60	4.72	18.00	3.60	17.25	3.45	
(PR4)	48 <60 MTH	23.60	4.72	17.25	3.45	16.50	3.30	
(PR5)	60 <72 MTH	23.60	4.72	16.50	3.30	16.50	3.30	
(SCH)	In School	10.27	2.05	10.27	2.05	10.27	2.05	
(SPCR)	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	

Step 3: Complete the payment rate template using the proposed provider payment

EARLY LEARNING COALITION OF __North Florida__ (Putnam)_____
DAILY PAYMENT-RATE SCHEDULE (Effective __7/1/2022_____)

Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	31.41	6.28	36.00	7.20	23.43	4.69	-
(TOD)	12<24 MTH	28.02	5.60	27.20	5.44	19.90	3.98	-
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	17.12	3.42	-
(PR3)	36 <48 MTH	20.00	4.00	22.50	4.50	16.05	3.21	-
(PR4)	48 <60 MTH	20.00	4.00	22.50	4.50	16.05	3.21	-
(PR5)	60 <72 MTH	20.00	4.00	21.00	4.20	16.05	3.21	-
(SCH)	In School	16.69	3.34	16.69	3.34	16.69	3.34	-
(SPCR)	Special Needs	31.41	6.28	36.00	7.20	23.43	4.69	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	25.00	5.00	29.00	5.80	17.56	3.51	-
(TOD)	12<24 MTH	22.00	4.40	21.25	4.25	13.60	2.72	-
(2YR)	24 <36 MTH	20.00	4.00	21.25	4.25	13.60	2.72	-
(PR3)	36 <48 MTH	19.00	3.80	18.00	3.60	12.04	2.41	-
(PR4)	48 <60 MTH	19.00	3.80	17.25	3.45	12.04	2.41	-
(PR5)	60 <72 MTH	19.00	3.80	16.50	3.30	12.04	2.41	-
(SCH)	In School	12.52	2.50	12.52	2.50	12.52	2.50	-
(SPCR)	Special Needs	25.00	5.00	29.00	5.80	17.56	3.51	-

Step 3: Complete the payment rate template using the proposed provider payment

EARLY LEARNING COALITION OF __North Florida__ (St. Johns)_____
DAILY PAYMENT-RATE SCHEDULE (Effective __7/1/2022_____)

Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	53.00	10.60	36.00	7.20	30.00	6.00	-
(TOD)	12<24 MTH	43.00	8.60	27.20	5.44	22.95	4.59	-
(2YR)	24 <36 MTH	40.80	8.16	26.35	5.27	22.95	4.59	-
(PR3)	36 <48 MTH	38.00	7.60	22.50	4.50	20.54	4.11	-
(PR4)	48 <60 MTH	35.10	7.02	22.50	4.50	18.83	3.77	-
(PR5)	60 <72 MTH	35.10	7.02	21.00	4.20	18.83	3.77	-
(SCH)	In School	24.46	4.89	18.49	3.70	18.49	3.70	-
(SPCR)	Special Needs	53.00	10.60	36.00	7.20	30.00	6.00	-

Part-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non-Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	43.20	8.64	29.00	5.80	27.00	5.40	-
(TOD)	12<24 MTH	41.00	8.20	21.25	4.25	21.25	4.25	-
(2YR)	24 <36 MTH	38.00	7.60	21.25	4.25	21.25	4.25	-
(PR3)	36 <48 MTH	34.00	6.80	18.00	3.60	17.25	3.45	-
(PR4)	48 <60 MTH	33.00	6.60	17.25	3.45	16.50	3.30	-
(PR5)	60 <72 MTH	33.00	6.60	16.50	3.30	16.50	3.30	-
(SCH)	In School	14.89	2.98	13.87	2.77	13.87	2.77	-
(SPCR)	Special Needs	43.20	8.64	29.00	5.80	27.00	5.40	-

Attachment III E. Quality Performance Report

Programs participating in our Enrichment program receive weekly coaching. Programs that participated recently but have completed the program are called Maintenance Programs and may receive continued coaching once a month to ensure that gains made during participation in the Enrichment program are maintained. All Education Specialists are required to become CLASS Reliable in Infant, Toddler and Pre-K CLASS within the 1st year of employment. They are also required to become Lastinger Center Certified Coaches in the first year of employment or as soon thereafter as the training is offered. The Enrichment program uses the CLASS assessment which measures the quality of teacher interactions and if the program requests it, we will use the ERS assessments to add insight to any perceived environmental concerns. From there Education Specialists and the programs will develop an improvement plan based on the teacher's stated interest. Normally most quality spending for supplies is used to strengthen these programs with classroom supplies, curriculum supports, curriculum and other classroom needs. Other quality funds may be used for mini-grants, curriculum or other needs of providers not participating in the Enrichment program depending on need and funding.

Training for the above list as well as early literacy, transitions, curriculum training, classroom management, developmentally appropriate practices and other topics are offered both in person and through our online platform, making high quality trainings available to providers throughout our service area in a manner that providers can access unimpeded by geography or long program hours. These trainings have been designed to complement and not compete with the work being done by the Lastinger Center.

Additionally, the ELC through ECS offers one on one technical assistance on the topics listed above to any School Readiness provider based on provider need as well as online National CDA classes that are fully scholarshiped and a scholarship for the submission fees once the requirements have been met.

Additional Quality Services

Reading Pals: This is a reading program that places volunteer readers into 3 and 4-year-old classrooms once a week to read to small groups of children. Currently we have reading pals in Putnam, St. Johns and Clay Counties. Volunteers must fill out an application and are background screened to meet all state volunteer regulations. Reading pals go through an initial training then quarterly meetings are held all year where they receive additional training. Currently we have 68 42 reading pal volunteers reading in 42 29 School Readiness centers.

Three-Year-Old Book Bag Project: This is a book program giveaway program in the Fall and Spring. Book bags are distributed to area three-year-old classrooms in School Readiness programs in the six counties we serve. In each bag is 10-12 8-10 age appropriate books along with educational information for parents on the importance of reading to their child. Volunteers and ELC Staff put all the bags together and then along with ECS and ELC staff the bags are personally delivered to child care centers. At the time of delivery, a special story time program featuring a different book character like Clifford each year is presented. In 2018-2019 just over 1,200 bags were delivered. The goal for 2019-20 is 1,200 bags. The goal for 2021-2022 is 1,200 bags. This program is funded through current quality funds as well as donations from local organizations and grants.

Early Educators Conference: Each year in January starting in 2013 we have hosted an early educators conference for all our providers in the six counties we serve. The Conference is held at the Thrasher Horne Center in Orange Park which is a central location for all of our providers in different areas of our service area each year to ensure all providers can participate. The ELC of North Florida works closely with Episcopal Children’s Services to host this daylong event. Attendees can receive CEU’s and or in-service hours for attending. There is a key note speaker and many break- out sessions featuring many different topics relating to early education. Each year we also hold at this event our “Preschool Teacher of the Year” awards. The winner each year is surprised by a prize patrol at their school. The nominees and the winner are honored for their outstanding work.

National Read for the Record day in October and the Florida State Wide Simultaneous Reading event in January. The ELC provides the book and a packet of activities that goes along with it for the centers that wish to participate in both events.

ELC Days at Amazing Grace Crop Maze – Each October the ELC hosts two days at Amazing Grace Crop Maze in Green Cove Springs. This is a partnership with their agricultural education program and early literacy. The farm has corn mazes centered around a children’s book. The ELC is on hand for these two days giving out that year’s book and providing an additional activity for the children. Child care programs serving School Readiness children are invited to attend.

Themed Literacy programs – throughout the year different themed literacy programs are made available to all the ELC providers. The themes include Space, Dinosaurs, World of Colors, Mother Goose Rhymers are Readers. Five Senses, Pete the Cat and Meet the Master’s Arts program.

In 2020 the Meet the Masters program was put on digital video format so providers could participate in the program on their own. 35 providers received this program kit that includes 7 complete lessons with all the art activity supplies. In the kit there is a video that features seven ELC volunteers dressed up as a famous artist such as Monet, Seurat, Grandma Moses, Matisse, VanGough and Mary Cassat. They talk about their lives and share about the kind of art that they do. In 2018 a Mother Goose sorority was formed consisting of ELC staff and volunteers further increasing the number of literacy programs performed. For all themed programs, a team of ELC volunteers and staff provide different activities all relating to that theme and each child receives a free book relating to that theme as well. The teacher receives a bag of books and activities which they then can use to duplicate that same program in the future. During the first week In March each year in celebration of Dr. Seuss Birthday we put on a different Dr. Seuss program each day that week for the first two weeks in March.

Provider Conferences – ECS Education staff hold several times a year, day long training conferences that allow providers to earn .6 CEU’s. Child care teachers and directors can gain knowledge on relevant early learning and care topics.

Baby Bags: This is a book program targeting our school readiness children ages 0-2. 4-5 board books along with a Read Aloud Guide are put together in a bag by ELC staff and volunteers and given to ECS staff to give to clients when registering for services. 500 bags were given out in 2018-2019. 250 bags were given out in 2020-2021.

Book of the Month: Each month two books are given to each of the targeted centers that ECS staff works with. One book is geared for Toddlers and the other is for pre-school age. The education staff uses these books all month in their instruction then leaves them with the provider to build up their libraries.

ELCNF YouTube Page: In 2020 we launched our own ELC of N. Florida You-Tube page with the goal to share educational videos to our providers and community. The videos are created by ELC staff and volunteers and are shared on social media.

Ferst Books and Dolly Parton Imagination Library: Through the Ferst Books Foundation we provide and pay for school readiness children in Nassau County ages 0-5 to receive a free book once a month. The books are mailed to their home. Parents are encouraged to sign up for this program when signing up for services. We also promote the Dolly Parton Imagination Library program in our other five counties in zip codes where the program is active. This program provides free books to children once a month as well. This program is paid for by another local non-profit agency.

Provider Contests: Each year we hold different contests for providers to enter. In March of 2021 we held a Dr. Seuss reading corner contest looking for the most creative Dr. Seuss book themed reading corner. Providers send in pictures and we choose 3 winners. This fall we will be holding a Science Center contest. They win prizes of classroom items like furniture, rugs and learning supplies.

VI. New/Unfinished Business

**G. Approval of the Revisions to the Early Learning
Coalition of North Florida's Anti-Fraud Plan 2022-
2023***

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Revisions to the Early Learning Coalition of North Florida’s Anti-Fraud Plan for 2022/2023
Reason for Recommended Action	<p>The DEL/OIG (Division of Early Learning/Office of Inspector General) deadline for all annual revisions is June 30, 2022.</p> <p>Revisions:</p> <ol style="list-style-type: none"> 1. Updated the fiscal year of the Plan and revision date, and deleted Coalition Board approval date. 2. Changed “OEL” to “DEL” throughout plan document. 3. Job titles were updated on pages 2 (two new titles were added). 4. Punctuation corrections throughout. <p>If this is not done, the following would occur:</p> <ul style="list-style-type: none"> • DEL/OIG would not have the most accurate and current Coalition Anti-Fraud Plan for 2022/2023, and the Coalition would be out of compliance.
How the Action will be accomplished	Board Approval and DEL/OIG submittal and approval.



Anti-Fraud Plan ~~2021-~~ ~~2022~~2022-2023

Revised: 05/16/22

Board approved: ~~03/10/21~~

Plan Statement

The Anti-Fraud Plan addresses the detection and prevention of overpayments, abuse, and fraud relating to the provision of and payment for the School Readiness program and Voluntary Prekindergarten program services. The Plan addresses parents or legal guardians of children enrolled in the School Readiness or VPK programs. *Note that provider fraud is a violation of the terms of the contract and addressed in the state wide contracts rules. The due process procedures for providers are provided for in the contract between the ELC and the provider, pursuant to Rule 6M-4.610. F.A.C.*

The Anti-Fraud Plan serves to support organizational processes and staff in prevention of fraud, build on employee knowledge and awareness of fraud prevention and describe the coalition's procedures for detecting and investigating possible acts of fraud, abuse of services and related overpayment. Due process procedures for suspending or terminating a recipient's eligibility for School Readiness or VPK programs and the recipient's right to appeal the decision are included in the Plan.

The Plan will be submitted to the Office Division of Early Learning (~~OELDEL~~) Office of Inspector General (OIG) by requested date annually.

Plan Definitions

Recipient - The parent or legal guardian whose child was determined eligible for School Readiness or Voluntary Prekindergarten Education Program benefits.

Fraud - An intentional deception, omission, or misrepresentation made by a person with knowledge that the deception, omission, or misrepresentation may result in unauthorized benefit to that person or another person, or any aiding and abetting of the commission of such an act. The term includes any act that constitutes fraud under applicable federal or state law.

Suspension - When services are temporarily no longer provided, however the parents do not have to go to the waiting list when their suspension is finished.

Termination - When services are ended, and the recipient would have to return to

the waiting list when their termination is expired.

Description of Organizational Structure with Plan Responsibilities

Reference Addendum ELC of North Florida's Organizational Chart

The Program Support Coordinator with Episcopal Children's Services (ELC of North Florida's Primary Service Provider) is responsible for implementing the coalition's anti-fraud activities.

The C.E.O. is responsible for reviewing an initial appeal request by recipient for decision to uphold or modify the suspension or termination.

The following positions are responsible for the daily activities related to prevention, detection, investigation, and reporting of possible overpayment resulting from potential fraud or abuse:

- Senior Director of Programs
- Family Services Coordinators
- Family Services Specialists
- Family Services Assistant
- Training Director
- Grants and Operations Manager
- Early Literacy Coordinator
- Finance Manager
- Director of Provider Services
- Reimbursement Coordinator
- Reimbursement Specialists
- Education Specialists
- Program Assessment Specialists
- Program Assessment Coordinator
- Manager of School Readiness Education
- Director of School Readiness Education
- Manager of Family Services
- Contract Coordinator
- Contract Specialists
- Provider Contract Monitoring Specialist
- Program Support Coordinator
- Chief of Programs

Plan Procedures

ELC Procedures Review –The ELC of North Florida and Episcopal Children's Services will annually review job descriptions and internal processes to confirm appropriate separation of duties is in place and review internal controls to reduce risk.

ELC Staff Education/Awareness/Training – Training will be targeted both at policy level and operational level.

- All ELC and ECS staff will receive Annual Awareness Review of *their Employee Handbook* covering topics including Employee Conduct and Work Rules, Whistleblower Policy, Criminal Destruction of Records and Files Policy,†, and Conflict of Interest and Business

Ethics which requires employees to report any actual or potential conflict of interest between the employee/employee's family and the ELC or ECS.

- All staff will sign the Anti-Fraud Plan Disclaimer Statement & Acknowledgement Form after receiving the annual training indicating that they have received a copy of the ELC or ECS Employee Handbook.
- All staff will sign the Code of Ethics Statement upon hire.
- Additionally, all staff will be reminded of specific Internal Control policies and practices in place to prevent fraud. On a regular and routine basis, it is the responsibility of all management staff to ensure that all internal control practices, appropriate fiscal procedures, and separation of duties are being followed.

• A mandatory fraud prevention staff training annually and new staff training within thirty (30) calendar days of hire using ~~OEL-DEL~~ fraud prevention related training documents for daily coalition/ECS work activities. Topics to be covered include Client Applications and Forms, Local School Readiness Income Worksheet, Client Rights and Responsibilities, Authorization for release of information and other related documents related to fraud prevention

- Client responsibility to report changes within ten (10) calendar days of change and coalition/ECS responsibility to implement reported change, including acting on unreported changes, once discovered
- Quality interviewing techniques during intake, redetermination, and when reporting changes
- What to look for in an altered or falsified document
- Eligibility staff are required to identify, verify, and resolve case inconsistencies when inconsistencies occur

SR and VPK Parent Education and Awareness

- Display fraud awareness posters in interview rooms at ECS
- Include a fraud awareness statement posted on the ECS website with ECS phone number and/or email to report any suspected fraud
- Family Services Specialists will review responsibilities of parent in detail at enrollment and redetermination, including importance of reporting changes in their circumstances within ten (10) calendar days.

SR and VPK Provider Education and Awareness

- Encourage child care providers to report potential fraud to ELC or ECS staff through provider communication venues including email or portal communications or other methods and venues as appropriate.
- Periodic reminders to providers about procedures in place to prevent fraud in addition to regular practices of monitoring that occur with providers that also keep providers aware of ELC's/ECS's intention to prevent and/or detect fraudulent practices

Providers, Parents, employees, and Public Access to Reporting of Potential Fraud

- Email and/or newsletter reminders to providers of what to look for and how to report potential fraud
- Employee fraud prevention training as well as a periodic reminder of internal controls
- Annual staff training includes Whistleblower procedures to report potential fraud

- Statement on website with hotline phone number to report potential fraud for parents, providers, and the general public.

ELC Detection and Investigation of Acts of Fraud, Abuse or Overpayment

- Monthly unscheduled reviews of work products and follow up on questionable circumstances by the Family Services Coordinators, Manager of Family Services, and the Training ~~Manager~~Director.
 - Monthly review, research, and follow up of data quality reports generated from ~~Office~~Division of Early Learning by Manager of Family Services, the Training ~~Manager~~Director and designated ELC/ECS staff
-
- Documented verification of child care referrals from other organizations through contact with referring agencies.
 - Job descriptions of ELC/ECS staff include fraud prevention task
 - Daily alertness of Eligibility staff to inconsistencies through regular operational processes with parents and reporting suspected fraud or abuse to supervisor.
 - Follow up on potential fraud reported to ELC/ECS for investigation and to verify or question when inconsistencies occur by Family Services staff.
 - Once inconsistencies are identified through any of the above means, contact parent or legal guardian and obtain verification from parent or legal guardian to resolve inconsistencies, which could include but not limited to income, residential documentation, or household composition, and determine if situation is resolved or warrants next steps of due process provisions for termination or suspension of School Readiness or Voluntary Prekindergarten benefits. – Program Support Coordinator
 - For those where investigation concludes that the recipient has committed fraud in the receipt of School Readiness or Voluntary Prekindergarten services, calculate associated overpaid benefits amount and follow the *Due Process provisions for termination or suspension of School Readiness or Voluntary Prekindergarten benefits*. Program Support Coordinator and Director of Provider Services or other designated staff.

Due Process Provisions for Termination or Suspension of School Readiness or Voluntary Prekindergarten Benefits

The ELC/ECS will provide written advance notice of the intended action to suspend or terminate benefits to the recipient to be affected. This notice must clearly advise of the allegations, the basis of the allegations, the intended action, and the date the action is to be imposed. The coalition/ECS shall send the written advance notice at least fourteen (14) calendar days before the intended action. The written advance notice will be translated in the recipient's native language if the coalition's/ECS's other communications with the recipient have been translated. The written advance notice shall include the following:

1. The procedure for the recipient to follow to attempt to appeal the decision.
2. A statement, in bold print, that the failure to file a timely appeal waives the right to an appeal.
3. Notice of the potential for the demand of repayment of improper benefits if the conclusion of fraud is upheld, including any benefits received after the receipt of the written advance notice.
4. The procedure for the recipient to obtain a copy of his or her file.
5. The amount of overpayment to be recovered, if applicable.

6. The length of time for which the recipient's benefits are suspended or the date of the termination of benefits, if applicable. The following general guide for penalties will be applied, however, considerations will also include the length of time proportionate to the alleged offense committed, consistent with suspensions or terminations issued to other recipients who allegedly committed comparable offenses, and may also consider prior offenses, as appropriate.

Penalties Guideline

- First determination of fraud, eligibility is suspended for the longer of six months or restitution or repayment of overpaid benefits.
 - Second determination, eligibility is terminated the longer of one year or restitution or repayment of overpaid benefits.
-
- Third and subsequent determinations, eligibility is terminated the longer of five years or restitution or repayment of overpaid benefits.

The recipient has a right to challenge the suspension or termination of benefits within fourteen (14) calendar days of the date of the notice of the proposed action. If the challenge is before benefits are terminated or suspended, then benefits remain in place for duration of initial challenge. However, if the decision is upheld, any services received during that timeframe will be included with the overpayment amount.

A suspension or termination shall not be applied against recipients with a valid at-risk referral.

Recipient Right to Challenge Decision

Pre appeal Resolution Procedure

If recipient believes that the conclusion of fraud was made in error, the recipient should first seek to resolve the matter by contacting the coalition/ECS and providing the necessary documentation to resolve the issue. The Program Support Coordinator will consider all statements, review all documents, and may request any additional evidence or information as is necessary and relevant to the review. Within fourteen (14) calendar days of receiving the parent's request for review, the recipient will be notified in writing of the determination and given a new date when services will end (intended action date) should the finding of fraud stand. Otherwise, the parent will be informed within this same timeframe that upon review there is no finding of fraud and therefore no penalty will be assessed. The C.E.O. of the coalition shall not be involved in the pre-appeal resolution of the issue.

If the recipient believes that the issue was not resolved during the pre-appeal resolution procedure, the appeal procedure is outlined in *Florida Rule 6M-9-400 Early Learning Coalition Anti-Fraud Plan, subsection (e) and (f) as follows:*

Appeal Resolution Procedure:

If the recipient believes that the issue was not resolved by the coalition/ECS, the recipient may file a formal written appeal for review by the C.E.O. of the Coalition, using the following procedure:

1. Submit a written appeal to the C.E.O. or other executive staff person as designated by the

- coalition board. The appeal must fully describe the nature of the error the recipient believes has been made and shall contain any documentation which supports the recipient's claim.
2. The appeal shall be postmarked or emailed before the date of the intended action noted above. The recipient who fails to file a timely appeal waives the right of appeal.
 3. If the recipient files a timely appeal, he or she will not be suspended or terminated from the program until the written decision of the C.E.O. or the original date of the intended action, whichever is later.
 4. The C.E.O. of the coalition or other executive staff person designated by the coalition board must respond to the recipient, in writing, within thirty (30) calendar days of receiving the appeal with a decision as to whether the suspension or termination will be upheld or modified.

The recipient who wishes to appeal the decision of the C.E.O. of the coalition or other executive staff person designated by the coalition board may request further review by an appeals committee in accordance with subsection (e) of this rule. The request for further review by an appeals committee must be submitted to the coalition in writing within ten (10) calendar days of the date of the C.E.O. or other executive staff person designated by the coalition board's written response to the recipient's formal written appeal.

The recipient shall be given the opportunity to defend his or her position in an orderly proceeding of the appeals committee. When the meeting of the appeals committee is scheduled, the recipient shall be notified of the date of the appeals committee, informed that it is a public meeting, and informed that any information presented may be used by other state agencies.

1. The appeals committee shall be selected by the Chairman of the Board of the coalition and a chair of the appeals committee shall be named.
2. The appeals committee shall be convened within forty-five (45) calendar days of receipt of the recipient's request for an appeal.
3. The recipient shall be provided up to thirty (30) minutes to present their position and any information they wish the appeals committee to consider.
4. The coalition staff, excluding the Executive Director or other executive staff person designated by the coalition board shall be available to provide any information requested by the committee.
5. The appeals committee will consider all statements, review all documents, and may request any additional evidence or information from the parties if an appeals committee member believes it is necessary and relevant to the decision making. The required final determination letter will be tolled for the length of time given to provide the additional information.
6. The appeals committee shall select or appoint a member of the coalition, or another executive staff person designated by the coalition board but excluding the C.E.O., to memorialize the events of the appeals committee proceeding and the final determination including the basis for the decision.
7. The appellant shall be notified in writing of the appeals committee's determination within ten (10) calendar days of the date of the meeting.
8. The determination of the appeals committee shall be final.

Benefit Recovery

- For a voluntary overpayment repayment, the ELC/ECS will follow the ELC overpayment repayment process, including review for approval of a payment plan with the recipient, if requested
- For criminal prosecution with restitution, the ELC/ECS will follow the ruling from the court regarding restitution plan

Monthly Reporting Process to ~~DOEL~~

The Program Support Coordinator will submit an electronic report monthly reporting the parents and providers terminated from services as a result of fraud, per Rule 6M-9.400 subsection (b).

Process for Mandatory Reporting Fraud and Abuse through the ~~DOEL~~ Fraud Referral System

The Program Support Coordinator is the coalitions designated administrator for the ~~Office-Division~~ of

Early Learning's Fraud Referral System. Contact information:

Kenya Register;

Early Learning Coalition of North Florida/ Episcopal Children's Services

kenya.register@ecs4kids.org

904-726-1500 ext. 2246

At the point when potential fraud has been communicated to the recipient, the Program Support Coordinator makes a mandatory referral for potential fraud or abuse investigation using ~~Office-Division~~ of *Early Learning Fraud Referral System*. The referral includes the recipient information, amount of overpayment, discovery date and a brief summary of the allegations, and notification of any evidencing documents available that substantiate the allegations. At this time, the Program Support Coordinator also notifies the ~~Office-Division~~ of Early Learning's Inspector General's office that a fraud referral has been submitted.

Note the coalition's fraud investigation and appeals procedures outlined in this plan will complement the ~~OEL-DEL~~ referral process to Department of Financial Services through the *Fraud Referral System*. If the recipient appeals the decision through the coalition appeals process, the Program Support Coordinator will update the referral information in the *Fraud Referral System* as appeal decisions are made throughout the appeal process.

Related Policies:

Grievance Policy

VI. New/Unfinished Business

H. Approval of the Accounting and Financial Policies and Procedures revisions*

ACTION ITEM SUMMARY

DESCRIPTION	Accounting and Financial Policies and Procedures Revisions
Reason for Recommended Action	<p>These revisions are post DEL Fiscal Monitoring and staff review of policies:</p> <p>F304 – <u>Charging of Costs to Federal Awards</u>, added reference to Coalition “Cost Allowability” form.</p> <p>F305 – <u>Accounts Payable Management</u>, corrected date/version of a reference, added ‘recurring’ purchase orders, and added that Finance Managers will document completion of the annual vendor review and purge.</p> <p>F306 – <u>Travel and Business Expenses</u>, added reference of Delegation of Authority policy #OP101, and added more procedures for the “Frequent Trips” travel mileage log.</p> <p>F308 – <u>Credit Cards</u>, added term “credit card” (after “purchase card”), added reference to the purchase order policy #F305, added reference of Delegation of Authority policy #OP101 (twice), and added that credit card annual fees are not allowable.</p> <p>F309 – <u>Payroll and Related Policies</u>, added reference of Delegation of Authority policy #OP101.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition’s Accounting and Financial Policies and Procedures would not be up-to-date nor compliant.
How the Action will be accomplished	Approval of Accounting and Financial Policies and Procedures revisions

F304 CHARGING OF COSTS TO FEDERAL AWARDS

Effective Date: 08/28/07

Revision Date: 09/16/09, 07/01/11, 12/07/16, 08/07/19, 09/11/19, 06/15/22

Overview

The Coalition charges costs that are reasonable, allowable, and allocable to a Federal award directly or indirectly. All unallowable costs shall be appropriately segregated from allowable costs in the general ledger in order to assure that unallowable costs are not charged to Federal awards.

Segregating Unallowable from Allowable Costs

The following steps shall be taken to identify and segregate costs that are allowable and unallowable with respect to each Federal award:

1. The budget and grant or contract for each award shall be reviewed for costs specifically allowable or unallowable.
2. Accounting personnel shall be familiar with the allowable costs provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards particularly:
 - a. The list of specifically unallowable costs found in the Coalition cost allocation plan (Selected Items of Cost), such as alcoholic beverages, bad debts, contributions, fines and penalties, lobbying, etc.
 - b. Those costs requiring advance approval from Federal agencies in order to be allowable in accordance with the most current version of OEL Final Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, such as foreign travel, equipment purchases, etc.
3. No costs shall be charged directly to any Federal award until the cost has been determined to be allowable under the terms of the award and/or 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
4. For each Federal award, an appropriate set of general ledger accounts (or account segments) shall be established in the chart of accounts to reflect the categories of allowable costs identified in the award or the award budget.
5. All items of miscellaneous income or credits, including the subsequent write-offs of uncashed checks, rebates, refunds, and similar items, shall be reflected for grant accounting purposes as reductions in allowable expenditures if the credit relates to charges that were originally charged to a Federal award or to activity associated with a Federal award. The reduction in expenditures shall be reflected in the year in which the credit is received (i.e., if the purchase that results in the credit took place in a prior period, the prior period shall not be amended for the credit).

Criteria for Allowable Costs

All costs must meet the following criteria from 2 CFR Part 200 (OMB Uniform Guidance), in order to be treated as allowable direct or indirect costs under a Federal award:

1. The cost must be “reasonable” for the performance of the award, considering the following factors:
 - a. Whether the cost is of a type that is generally considered as being necessary for the operation of the Coalition or the performance of the award;
 - b. Restraints imposed by such factors as generally accepted sound business practices, arm’s length bargaining, Federal and state laws and regulations, and the terms and conditions of the award;
 - c. Whether the individuals concerned acted with prudence in the circumstances;
 - d. Consistency with established policies and procedures of the Coalition, deviations from which could unjustifiably increase the costs of the award.
2. The cost must be “allocable” to an award by meeting one of the following criteria:
 - a. The cost is incurred specifically for a Federal award;
 - b. The cost benefits both the Federal award and other work, and can be distributed in reasonable proportion to the benefits received; or
 - c. The cost is necessary to the overall operation of the Coalition, except where a direct relationship to any particular program or group of programs cannot be demonstrated.
3. The cost must conform to any limitations or exclusions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the Federal award itself.
4. Treatment of costs must be consistent with policies and procedures that apply to both federally financed activities and other activities of the Coalition.
5. Costs must be consistently treated over time.
6. The cost must be determined in accordance with generally accepted accounting principles.
7. Costs may not be included as a cost of any other federally financed program in the current or prior periods.
8. The cost must be adequately documented.

Written Procedures for Allowable Costs - Required Contents [2 CFR Part 200.302(7)]

1. Procedures or disclosures for prohibited costs – see current OEL Grant Agreement and Fiscal Guidance regarding allowable and unallowable costs.
2. Procedures to evaluate allowable costs – **a disclosure requirement.**

The Coalition applies the following questions to each transaction and documents the results on the “Cost Allowability Form” which is then kept with the procurement files.

Phase I Analysis – General considerations for allowable costs

- A. Consider requirements from federal regulations and program requirements
 1. Is the proposed cost allowable based on instructions from uniform grant guidance?

2. Is the proposed cost consistent with the federal cost principles?
- B. Consider requirements from the federal awarding agency
3. Is the proposed cost allowable based on agency-specific regulations?
 4. Is the proposed cost allowable based on the related terms/conditions that govern the agency's award to / agreement with OEL?
 5. Is the proposed cost consistent with the grant project performance measures or benchmarks?
- C. Consider requirements from applicable state guidance
6. Is the proposed cost consistent with authorized grant program activities as described in the USDHHS-approved CCDF State plan?
 7. Is the proposed cost allowed by state expenditures guidance from state statutes, rules, regulations or guidance from DFS/DMS?
 8. Does the proposed cost comply with related grant program terms/conditions issued by OEL for grant awards, contracts, purchase orders and other expenditure agreements?
- D. Consider the period of performance
9. Is the proposed cost for the allowed period of availability as defined for the funding program?
- E. Consider other oversight instructions
10. 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.

- F. The proposed cost(s) is/are -
11. Necessary
 12. Reasonable
 13. Allocable
 14. In conformance with federal law and grant terms and conditions
 15. Consistent with state and local policies
 16. Consistently treated
 17. In accordance with generally accepted accounting principles (GAAP) and other standards. 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.
 18. Not used as match on another federal award
 19. Net of applicable credits (2 CFR §200.406)
 20. 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.

Direct Costs

Direct costs include those costs that are incurred specifically for one award or non-Federal function. The Coalition identifies and charges these costs exclusively to each award or program.

Time sheets or personnel activity reports are also submitted on a regular basis, reflecting employees' work and which programs directly benefited from their effort. Time sheets or personnel activity reports shall serve as the basis for charging salaries directly to Federal awards and non-Federal functions. See the Payroll section of this manual for detailed procedures.

Equipment purchased for exclusive use on a Federal award and reimbursed by a Federal agency shall be accounted for as a direct cost of that award (i.e., such equipment shall not be capitalized and depreciated).

Indirect and Joint Costs

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular grant or program. Joint costs benefit more than one, but not necessarily all, awards. Indirect costs, but not joint costs, may be allocated to benefiting grants through the use of an indirect cost rate.

Examples of indirect costs are:

- The Accounting Department
- The Human Resources Department
- The Board of Directors

Examples of joint costs are:

- Shared space
- Vehicle insurance

Per Federal guidelines, each grant will be charged its fair share of costs. Any costs not reimbursed by a particular funding source will be charged to corporate or other funds that may cover indirect or joint costs after the allocation process is complete.

Direct and indirect costs are reviewed monthly by the Finance Manager to ascertain the allowability of the items charged to the grants.

Cost Pools – See Cost Allocation Plan

Accounting for Specific Elements of Cost – See Cost Allocation Plan

F305 ACCOUNTS PAYABLE MANAGEMENT

Effective Date: 08/28/07

Revision Date: 03/19/08, 08/06/08, 04/06/11, 12/04/13, 09/17/14, 11/04/15, 03/16/16, 12/07/16, 09/20/17, 03/21/18, 09/11/19, 12/01/21, 03/09/22, 06/15/22

Overview

The Coalition 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 check 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 vendor invoice for the related goods or services.
- The vendor invoice should be supported by an approved order document/purchase order where necessary, and should be reviewed by the Office Manager 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:

1. Disbursements are properly authorized
2. Invoices are processed in a timely manner
3. Vendor credit terms and operating cash are managed for maximum benefits

Regulations Regarding Invoices

ALL applicable Coalition policies and procedures will comply with the following 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
 - CFO Memo No. 01 (2012-13), Contract Summary Form
 - CFO Memo No. 02 (2012-13), Contract and Grant Reviews and Related Payment Processing Requirements
 - CFO Memo No. 03 (2014-15), Compliance Requirements for Agreements
 - CFO Memo No. 06 (2011-12), Contract Monitoring and Documenting Contractor Performance

- PUR 1000 and 1001
- OEL Program Guidance PG 250.01, Other Cost Accumulator (OCA) Working Definitions
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Regulations Regarding Disbursement Control Systems

- 60A-1.016 F.A.C., Contract and Purchase Order Requirements.
- DFS Reference Guide for State Expenditures
- 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 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* – allowable 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.

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 monthly basis. Information is entered into the accounting system with approved invoices or disbursement vouchers with appropriate documentation attached.

Only original invoices (or original statements for select vendors) will be processed for payment unless duplicated copies have been verified as unpaid by researching the vendor records

If a vendor statement is allowed by the Coalition to serve as an invoice, then that statement must include the following required content in order to be processed (*the most current version of the* “*Reference Guide for State Expenditures*” ~~updated February 2011~~).

Invoice Requirements

The following requirements apply to all invoices submitted for payment.

1. An invoice submitted for payment must be a legible copy. The original invoice is maintained by the agency. If an agency is filing a copy of the invoice as its original, it must contain the statement “original invoice not available, agency records show that this obligation has not been previously paid” with the signature of the person certifying the statement. Thermo fax copies, because of their temporary nature, shall not be filed as the original at the agency. It should be copied on a standard photocopy machine.
2. Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone will not be accepted.
3. Invoices for services must also clearly reflect the specific deliverables that must be provided and accepted prior to payment.
 - i. Invoices for fixed unit rate agreements must show the number of units and cost per unit.
 - ii. Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period, e.g. quarterly, monthly, etc., must identify the deliverables provided or be supported by documentation (such as a progress report) that clearly reflects the deliverables provided during the invoice period. Documentation must evidence that the minimum performance standards were met.
4. No balances for prior purchases will be paid unless supported by an invoice.
5. A statement will not be paid unless it can be clearly shown that the vendor intended it to be used as an invoice that meets all invoice requirements.
6. All invoices shall be processed in accordance with s. 215.422, F.S., and the rules set forth in Rule 69I-24, F.A.C.
7. Invoices that are split payments require information showing the distribution of charges between funds for such invoice and a cross-reference of the statewide document numbers for all related vouchers.
8. Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.

Accounts Payable Cut-Off

The Coalition operates on a modified cash basis. All invoices are expensed in the month they are paid. At year-end a search for unrecorded liabilities greater than \$500 is conducted and invoices paid in the first month of the next year that pertain to the preceding fiscal year are accrued and expensed in the preceding fiscal year. Many payments are made via electronic funds transfer and every effort is made to ensure that payments are made and recorded in the month of occurrence.

Establishment of Control Devices

The Office Manager establishes control of invoices as soon as they are received. Vendors will be instructed to mail all invoices directly to the administrative office.

The Office Manager receives and opens all mail, date stamps and initials. Invoices are entered into the Purchase

Request Log. Once any and all required backup has been attached to the invoice(s), the Office Manager completes a Purchase Request, obtains required approvals and submits to the Finance department for processing.

The Purchase Request Log is to be maintained and reviewed bi-weekly by the Office Manager to determine which, if any, invoices have not been paid.

Invoice Processing

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

A. 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.]

B. Invoice processing controls [69I-24.003, F.A.C.; CFOM No. 06 (2011-12)]

1. The Coalition 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. Coalition must ensure that deliverables were received on time and as intended (i.e., met performance measures) before release of payment is approved/processed.
 - 1) May use a Contract Summary Form
 - 2) May use a written certification from the assigned contract manager on the invoice
 - 3) May use a Deliverable Tracker – track deliverables schedule
 - 4) May use a Deliverable Acceptance form to help document
2. The Coalition 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 Coalition policy.
 - f. Certify the entity'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. Coalition 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 entity for any losses realized.
4. For disputes about receipt of goods/services [s. 215.422(8), F.S., Payments...disputes]
- a. Coalition 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.

Use of Purchase Orders

[60A-1.016, F.A.C., Contract and Purchase Order Requirements]

The Coalition utilizes a purchase order system. A properly completed purchase order or check request shall be required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost) in excess of **\$500.00**, with the exception of travel advances and expense reimbursements, which require the preparation of a separate form described elsewhere in this manual. Purchase orders are utilized for vendors used on an ongoing, recurring basis. Check requests are used for one-time purchases and credit card payments.

Purchase orders shall be pre-numbered, kept in a secure area (on an electronic drive with restricted access), and issued upon request from an authorized purchaser.

It is the Coalition's policy to issue a purchase order (or use a credit card with proper authorization) PRIOR to the procurement of goods and services.

All purchase orders shall be recorded in a purchase order log.

A properly completed purchase order shall contain the following information:

1. Policy disclosures
 - a. Contractor name, address, point of contact and phone number
 - b. Source of funding
 - c. Solicitation number (if applicable)#
 - d. Statements regarding the quantity, description, and price of goods or services ordered#
 - e. Applicable payment terms and discounts#
 - f. Date of performance, transportation/delivery#
 - g. Liquidated damages#
 - h. Catalog number, page number, etc. (if applicable)
 - i. Net price per unit, less any discount(s)
 - j. Total amount of order
 - k. Authorized signature
 - l. Date purchase order was prepared
 - m. Additional disclosures may also apply for higher dollar purchases
 - 1) Payment audit (records of costs will be available upon request)
 - 2) Payment made after written "agency" acceptance
 - 3) Payment timeframe – timely payments will be made
 - 4) Funding availability/annual appropriation
 - 5) No lobbying
 - 6) Public access/public records
 - 7) Conduct of business – federal/state laws govern
 - 8) Conflict of interest/related party activities
 - 9) Confidentiality and safeguarding information
 - 10) Termination for cause – required for purchases in excess of \$10,000^
 - 11) Remedies – required for purchases in excess of \$35,000^

Required disclosure element per state purchasing statutes or rules (see 60A-1.016, F.A.C.).

^Required disclosures element per federal grant program rules (see 2 CFR Part 200 Appendix II).

2. Control processes required for Coalition purchase orders (see 60A-1.016, F.A.C.)
 - a. Secure all unused purchase orders in a safe place and restrict access to these documents.
 - b. Maintain an electronic file for all consecutive purchase orders issued or voided.
 - c. Maintain a record of persons authorized to issue and sign each type of purchase order.
 - d. 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).
 - e. Rationale for method of procurement used.

Preparation of a Voucher Package for Payment

Prior to any accounts payable being submitted to the Finance Manager for payment, a package called a “voucher package” shall be assembled by the Office Manager. Each voucher package shall contain the following documents:

1. Vendor 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. Approved order document/purchase order as required by procurement policies
5. Any other supporting documentation deemed appropriate
6. Check request or purchase order

Processing of Voucher Packages for Payment

The following procedures shall be applied to each voucher package:

1. Check the mathematical accuracy of the vendor invoice.
2. Ensure that no sales tax charged are included in the calculation for payment.
3. Compare the nature, quantity and prices of all items ordered per the vendor invoice to the approved order document/purchase order, packing slip and receiving documentation.
4. Document the general ledger distribution, using the Coalition’s current chart of accounts.

Approvals

Approval by the Office Manager indicates the acknowledgement of satisfactory receipt of the goods or services invoiced.

Approval by the Office Manager indicates the agreement with all terms appearing on the vendor invoice and agreement to pay vendor in full. Approvals shall be documented with initials or signature of the Office Manager.

Payment Discounts

To the extent practical, the Coalition takes advantage of all prompt payment discounts offered by vendors. 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

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. All required 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 in the next payroll cycle if received within two business days of the deadline. Expenses older than two months will not be reimbursed.

The Finance Manager will periodically check expense reports against timesheets to ensure agreement of dates and activities.

Accounts Payable

The Coalition is on a modified cash accounting method. From month to month expenses are recorded as they are paid. At the end of the fiscal year, unrecorded liabilities greater than \$500 are recorded into the year the expense occurred regardless of when payment was made.

Reconciliation of A/P

At the end of each monthly accounting period the Finance Manager reviews the subrecipient payable account to the last invoice received from the subrecipient. Differences are investigated immediately.

Near fiscal year-end, staff will review all open purchase orders for any needed follow up.

Management of Accounts Payable Vendor Master File

Upon the receipt of an invoice from a new vendor that is not already in the Coalition's vendor master file, the Office Manager 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.

The vendor file data will include the following data:

1. Vendor's legal name and any DBA name(s)
2. Street address (payments may be mailed to a P.O. Box, but a street address must be in the file)
3. Federal employer identification number
4. Telephone number
5. Fax number (if applicable)

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

On an annual basis, vendors that have not been utilized over the preceding 24-month period shall be purged (or made inactive) from the master vendor file. When completed, Finance Managers will document that the purge

out outdated vendors has been completed. In addition, on an annual basis an internal audit shall be performed of the master vendor file and of payment histories made to each vendor.

Verification of New Vendors

The Office Manager will obtain completed W-9s for each new vendor and verify the payment mailing address.

F306 TRAVEL AND BUSINESS EXPENSES

Effective Date: 08/28/07

Revision Date: 08/05/09, 08/03/11, 06/06/12, 12/07/16, 09/20/17, 08/07/19, 12/01/21, 06/15/22

Travel Regulations and Guidance

[2 CFR Part 200.302, Financial management systems; 200.303, Internal controls; DFS Reference Guide; s. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons; CFO Memo No. 06 (2016-17), chapter 69I-42 Florida Administrative Code (FAC); and FDOE Travel Policy DOE-IOP-500, effective 12/01/16.]

1. Policy disclosures
 - a. Travel expenses will be documented and reimbursed based on applicable state travel rules (includes DFS Reference Guide, State Travel Manual CFO Memos and OEL guidance).
 - b. Management has process in place to ensure proper authorization, review, approval, and guidelines to submit adequate supporting records. Includes blanket travel authorizations (if used), requirement to use state-issued travel authorization, travel advances and travel reimbursement forms that include all required signatures/statements from the traveler, requirement to use most economical and efficient method for each travel event.
 - c. Management has a process to ensure reimbursements do not exceed allowable amounts. Includes detail for allowable mileage reimbursement amounts, meal rates from statutes, travel per diem calculations, and recent travel restrictions to limit allowable daily room rates to \$150 per day per traveler [or \$175 per night ONLY IF the lodging was associated with a meeting, conference, or convention organized or sponsored by the Coalition. (“Sponsored” meaning contributed money toward the event)]. Also includes processes to ensure only reasonable and necessary business-related costs are incurred.
 - d. An independent review and approval process is in place for costs incurred by members of the management team.
 - e. Management has a process to document instances misuse by staff and issue notice of personnel actions taken/required (if applicable).

Travel Approval

In State:

All travel expenses (local and overnight), must be pre-approved by the C.E.O. (for Coalition employees), and by another Board Member or the Coalition Board of Directors (for the C.E.O. and/or Board members) prior to travel taking place.

The pre-approval can be processed using a ‘blanket’ approval for the entire fiscal year (to include an estimated dollar amount) or on an individual basis.

Out of State:

All out of state travel (for ALL Coalition employees and ALL board members) must be pre-approved by another Board Member or the Board of Directors prior to travel taking place.

For Delegation of Authority policy (regarding C.E.O. travel approvals), see policy #OP101.

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 generally limited to \$200 unless there is an extraordinary need for additional funds. Travel advances are to be used only for the purpose intended. Travel expenses are to be made in accordance with the Coalition's travel policies as explained later in this section.

Employees receiving travel advances are required to sign for the advance signifying their acknowledgement of, and agreement to, these policies. Employees receiving travel advances must submit an expense report within five (5) business days of returning from travel. Any outstanding advances more than 2 weeks old will be deducted from an employee's next paycheck.

Employee and Director Business Travel

All out-of-state Coalition related business travel must be pre-approved by the employee's immediate supervisor or the Board of Directors.

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

1. Identify each separately incurred business expense (i.e., do not group all expenses associated with one trip together).
2. With the exception of parking, tolls, reimbursed mileage, and per diems, all business expenses must be supported with invoices/receipts.
3. Vendor receipts/invoices must be submitted for all lodging and any expenditure other than meals. Credit card charge slips do not represent adequate supporting documentation – a hotel receipt must be obtained to substantiate all lodging expenditures.
4. For airfare, airline-issued receipts 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 boarding passes).
5. Mileage will be reimbursed at the standard rates currently in effect with OEL.
6. The business purpose of each trip must be adequately explained on each report.
7. General ledger account coding must be identified for all expenditures.
8. For all meals and other business expenditures, the following must be clearly identified:
 - a. Names, titles, the Coalitions, and business relationships of all persons involved
 - b. The business purpose of the meal or other business event (topics discussed, etc.)
9. All expense reports must be signed and dated by the employee or board member.
10. All expense reports must be approved by the C.E.O.
11. Only one expense report form should be prepared for each substantial trip.
12. The Office Manager maintains a current "Frequent Trips" travel mileage log, for employee use. The Office Manager adds or deletes locations from this log upon request from staff, and maintains the

“MapQuest” documents in the Office Manager’s travel files. It is available on the Coalition share drive, and is reviewed and updated at least annually. Previous versions are saved in current files at least two fiscal years for subsequent reviews.

An employee will not be reimbursed for expense reports not meeting the preceding criteria. If the expense report results in a balance due to the Coalition (as a result of receiving a travel advance greater than actual business expenditures), the employee must return the cash to the Office Manager to deposit back into the Coalition checking account against the original check.

No further travel advances will be issued to any employee who has an outstanding balance due to the Coalition from previous business trips.

Reasonableness of Travel Costs

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

1. Suites and other upgraded rooms at hotels shall not be allowed. Travelers should stay in standard rooms.
2. Ask hotels for any available discounts – nonprofit, government or corporate rates.
3. When utilizing rental cars, travelers must rent compact size cars. When the number of passengers is more than two (2) or the volume of materials to be transported makes use of a compact vehicle impractical, travelers can rent a larger size relative to the needs. 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. Personal long-distance calls while away on business are reimbursable if kept to a minimum, such as one nightly call home to family. Personal calls in excess of this shall not be reimbursed.
6. Whenever possible, travelers should utilize long-distance calling cards when placing calls while away on travel. Avoid using the hotel’s long-distance service if possible.
7. 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 documented medical reason, and such use must be documented.
3. Memberships in airline flight clubs are not reimbursable.
4. Cost of flight insurance is not reimbursable.
5. When airfare is \$500 or more, two quotes from a travel agency and/or an airline should be obtained and attached to the expense report.
6. When returning on a Sunday or departing on a Saturday in order to obtain a cost savings in airfare due to the Saturday-night stay-over, travelers should provide a total cost comparison (showing that the lower airfare plus an extra night lodging, meals & incidentals is less costly than airfare without the Saturday night stay-over).
7. Cost of upgrade certificates is not reimbursable.
8. Cost of canceling and rebooking flights is not reimbursable, unless it can be shown 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., the Coalition will not reimburse for the personal legs of a trip).

Spouse/Partner Travel

The Coalition does not reimburse any employee or board member for separate travel costs (air fare, etc.) associated with his/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.

F308 CREDIT CARDS

Effective Date: 08/28/07

Revision Date: 03/19/08, 08/06/08, 06/26/14, 12/07/16, 06/15/22

Use of Credit Cards/Purchasing Cards

[2 CFR Part 200.302, *Financial management systems*; 200.303, *Internal controls*]

The Coalition recognizes there will be occasions when employees need to use a corporate purchase/credit card for travel, employee reimbursements and other purchases. The processes listed here will be followed.

1. Credit card policy disclosures/processes:
 - a. Management has a process to issue purchase/credit cards and to periodically review names 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, to include; safeguarding of issued cards, card holder duties, tips to avoid identity theft, and prohibited purchases/activities. (See the Coalition’s “Corporate Credit Card Policy and Acknowledgement” form.)
 - c. Purchasing cards/credit cards are not used to circumvent compliance with normal requisitioning transactions. **(For requisitioning/purchase order policy, see policy #F305.)**
 - 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 (delegation of authority items reviewed at board meetings – **see policy #OP101**) 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).

2. Credit card policy elements/staff instructions:
 - a. Coalition processes to safeguard purchase card/credit cards when not in use (See “Secure and Safe Custody of Corporate Credit Cards” below).
 - b. Unauthorized, unallowable, and personal transactions are prohibited for staff.
 - c. Authorized spending levels/delegation of authority **(see policy #OP101)** are the same for credit card purchases as they are for all other purchases.
 - d. Due dates for supporting documentation (see “Cardholder Responsibilities” below.)
 - e. Supporting documentation requirements [source: *DFS Reference Guide for State Expenditures*]
 - 1) Original receipts supporting transactions are maintained and marked/de-faced once payment has been authorized/made.
 - 2) Receipts must clearly reflect a description of the goods or services acquired, number of units, and cost per unit. The combination of several documents to provide the description, number of units, and cost per unit may be used (i.e., quote sheets, packing slips, web page screen-prints, cash register receipts, charge slips). Numerical code descriptions alone are not acceptable.
 - (a) All receipts for commodities shall be signed and dated by the cardholder to indicate the receipt, inspection, and acceptance of the goods or services.
 - (b) Receipts for services require clear evidence that services were **satisfactorily** received.

- 3) Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.
 - f. Periodic reports to/reviews by management (see “Cardholder Responsibilities” below.)
 - g. Process/policy for personnel/disciplinary actions for misuse (if required). (See “Revocation of Corporate Credit Cards” below.)
3. Additional requirements for credit cards [DFS CFO Memo No. 02 (2014-15)]
 - a. Florida’s Reference Guide for State Expenditures requires that State expenditures may not be used to pay annual fees to a credit card company.
 - b. State statute prohibits sellers and lessors from charging convenience fees and surcharges for the use of credit cards.
 - c. Such costs are unallowable, and should not be submitted for reimbursement.
 - d. Florida law also provides that any person who violates this provision is guilty of a second degree misdemeanor.
 - e. If this activity occurs additional vendor notifications may be required.

Issuance of Corporate Credit Cards

It is the policy of the Coalition to authorize the C.E.O. and staff authorized by the C.E.O. to utilize the Corporate Credit Card to purchase commodities or services under \$5,000.00, on an as-needed basis. This would be due to timelines or other situations. The Corporate Credit Card will be paid in full each month upon completion of the voucher package for payment process.

Cardholder Responsibilities

Every month, each cardholder will be provided with a statement detailing the expenditures that were charged to his/her corporate credit card. The cardholder will review this statement within five days for any inadvertent personal or unauthorized uses of the card. Cardholders must reimburse the Coalition for any such inadvertent personal charges within the same five-day period.

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

Personal use of corporate credit cards is strictly prohibited. Any personal use will subject the employee to the Coalition’s disciplinary actions discussed earlier in this manual.

Management staff other than the cardholder shall indicate their secondary review and approval of the cardholder’s statement by initialing the statement. The statement shall then be forwarded to the Office Manager, accompanied by original supporting documentation for all charges. Documentation of meals, travel and valid business expenditures shall include all of the same elements as described in the earlier policy on “Travel and Business Expenses” (i.e., names of people involved, business purpose, etc.).

The Board of Directors has limited the amount that the C.E.O. may purchase without approval. This amount is

\$5,000.00. Purchases cannot be split into individual amounts to avoid the expenditure limit.

The Board of Directors will also get a copy of the monthly billing statements at the Executive/Administrative Committee or Board meeting for review.

Secure and Safe Custody of Corporate Credit Cards

Each employee who is issued a corporate credit card is solely responsible for the safekeeping and security of the credit card.

Cardholders shall report the loss or theft of a corporate credit card immediately by notifying the credit card company as well as the C.E.O.

Revocation of Corporate Credit Cards

Failure to comply with any of these policies associated with the use of the Coalition's corporate credit cards shall be subject to possible revocation of credit card privileges. The Coalition board chair with the approval of full board of directors, shall determine whether credit cards are to be revoked.

Employee Credit Cards

Employees and officers incurring legitimate Coalition business expenses are expected to utilize their personal credit cards for such expenditures, only in emergency situations where use of the Corporate Credit Card, or other means, is not feasible. The Coalition shall reimburse employees for properly supported and documented business expenditures charged to personal credit cards within five business days of the employee's credit card statement and proper completion of an expense report.

However, personal credit cards should not be used for large purchases or expensive items such as: flights, hotel stays, equipment, etc.

Any bonuses or rebates awarded to an employee through their personal credit card, belongs to the employee.

Travel advances may be requested in special circumstances. (See the earlier policy on Travel and Business Entertainment for expense report preparation procedures.)

F309 PAYROLL AND RELATED POLICIES

Effective Date: 08/28/07

Revision Date: 02/04/09, 09/16/09, 08/03/11, 11/04/15, 12/07/16, 09/20/17, 09/11/19, 03/09/22, 06/15/22

Classification of Workers as Independent Contractors or Employees

The Coalition considers all relevant facts and circumstances regarding the relationship between the Coalition and the individual in making determinations about the classification of workers as independent contractors or employees. This determination is based on the degree of control and independence associated with the relationship between Coalition and the individual. Facts that provide evidence of the degree of control and independence fall into three categories:

1. Behavioral control
2. Financial control
3. The type of relationship of the parties

Facts associated with each of these categories that will be considered in making employee/contractor determinations shall include:

1. Behavioral control:
 - a. Instructions given by the Coalition to the worker that indicate control over the worker (suggesting an employee relationship), such as:
 - (1) When and where to work
 - (2) What tools or equipment to use
 - (3) What workers to assist with the work
 - (4) Where to purchase supplies and services
 - (5) What work must be performed
 - (6) What order or sequence to follow
 - b. Training provided by the Coalition to the worker (i.e., employees typically are trained by their employer, whereas contractors typically provide their own training).
2. Financial control:
 - a. The extent to which the worker has unreimbursed business expenses (i.e., employees are more likely to be fully reimbursed for their expenses than is a contractor).
 - b. The extent of the worker's investment in the facilities/assets used in performing services for the Coalition (greater investment associated with contractors).
 - c. The extent to which the worker makes services available to the relevant market.
 - d. How the Coalition pays the worker (i.e., guaranteed regular wage for employees vs. flat fee paid to some contractors).
 - e. The extent to which the worker can realize a profit or loss.
3. Type of Relationship:
 - a. Written contracts describing the relationship that the Coalition and the individual intend to create.

- b. Whether the Coalition provides the worker with employee-type benefits, such as insurance, paid leave, etc.
- c. The permanency of the relationship.
- d. The extent to which services performed by the worker are a key aspect of the regular business of the Coalition.

If an individual qualifies for independent contractor status, the individual will be sent a Form 1099 if total compensation paid to that individual for any calendar year, on the cash basis, is \$600 or more. The amount reported on a Form 1099 is equal to the compensation paid to that person during a calendar year (on the cash basis). Excluded from “compensation” are reimbursements of business expenses that have been accounted for by the contractor by supplying receipts and business explanations.

If an individual qualifies as an employee, a personnel file will be created for that individual and all documentation required by the Coalition personnel policies shall be obtained. The policies described in the remainder of this section shall apply to all workers classified as employees.

Payroll Administration

The Coalition operates on a bi-weekly payroll. A personnel file is established and maintained for all employees with current documentation, as described throughout this section and more fully described in the Coalition's Personnel Manual.

The following forms, documents and information shall be obtained and included in the personnel files of all new employees:

1. Completed Coalition Employment Application (and/or resume, if applicable)
2. Applicant references (work & personal)
3. Interview questions and notes
4. Completed Form W-4 Employee Federal Withholding Certificate
5. Completed Form I-9 Employment Eligibility Verification
6. Copy of driver's license
7. Copy of Social Security card issued by the Social Security Administration
8. Starting date and scheduled hours
9. Job title and starting salary
10. Authorization for direct deposit of paycheck, along with a voided check or deposit slip

For employees without a current, valid driver's license, acceptable alternative documents shall include:

1. U.S. Passport
2. Certificate of U.S. Citizenship (INS Form N-560 or N-561)
3. Voter's registration card
4. U.S. Military card
5. ID card issued by a Federal, state or local government, provided it contains a photo

6. School record or report card (for persons under age 18 only)

For employees without a Social Security card, acceptable alternative documents shall include:

1. U.S. Passport
2. Certificate of U.S. Citizenship (INS Form N-560 or N-561)
3. Original or certified copy of a birth certificate issued by a state, county or municipal authority
4. Certificate of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
5. U.S. Citizen ID Card (INS Form I-197)
6. Native American tribal document
7. ID Card for use of Resident Citizen in the United States (INS Form I-179)

Each employee personnel file shall also indicate whether the employee is exempt or non-exempt from the provisions of the Fair Labor Standards Act.

If required by specific grants, the employee payroll file must also include a pre-employment background check.

Changes in Payroll Data

All of the following changes in payroll data are to be authorized in writing:

1. New hires
2. Terminations
3. Changes in salaries and pay rates
4. Voluntary payroll deductions
5. Changes in income tax withholding status
6. Court-ordered payroll deductions

New hires, terminations, and changes in salaries or pay rates shall be authorized in writing by the C.E.O.

Voluntary payroll deductions and changes in income tax withholding status shall be authorized in writing by the individual employee.

Documentation of all changes in payroll data shall be maintained in each employee's personnel file.

Payroll Taxes

The Office Manager is responsible for ensuring all required tax forms are properly completed and submitted. The Finance Manager is responsible for ensuring all required taxes are withheld and paid. The Coalition may utilize the services of an outside payroll service center for the processing of payroll, as determined by the Board of Directors. Annually, the Coalition will request a SAS70 Report of the outside payroll service center to review their internal controls.

It is up to each employee to notify the Office Manager if a change needs to be made to their current W-4 on file. If a change is made, a new W-4 will be completed and signed. Withholding of Federal income taxes shall be based on the most current Form W-4 prepared by each employee.

Personnel Activity Reports (PAR's)

The Coalition follows the guidelines in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as requirements in specific grants. Therefore, salaries and wages charged to Federal and state grants will be supported as follows:

1. Charges will be based on documented payrolls approved by C.E.O. of the Coalition.
2. Every Coalition staff, whose compensation is charged, in whole or in part, directly or indirectly to Federal awards, will complete a Personnel Activity Report (PAR) that will account for the staff activity for the pay period. Specifically, all work activity must be coded to the correct OCA (Other Cost Accumulator) and the actual amount of time rounded to the nearest quarter hour. The OCA codes are used to document the different types of work activities completed for either the School Readiness grant or the Voluntary Prekindergarten grant that fund the Coalition. Upon hire or re-assignment, this process will be part of the new employee/position orientation and instruction.
3. The time sheets will reflect an after-the-fact determination of the actual activity of each employee. Budget estimates will not be used as support for charges to awards.
4. The time sheets must be signed by the individual employee and the supervisor/C.E.O. who has first-hand knowledge of the activities performed by the employee.
5. A report will be prepared on the same basis as the pay periods (bi-weekly).
6. Charges for non-exempt employees will also be supported by records required by the Fair Labor Standards Act.
7. Salaries and wages of employees used in meeting cost sharing or matching (in-kind) are supported in the same manner as salaries and wages charged to Federal awards.

Preparation of Personnel Activity Reports (PAR's)

Each Coalition employee must submit to the Office Manager a signed and approved Personnel Activity Report no later than 9:00 am on Wednesday of the pay week. Personnel Activity Reports shall be prepared in accordance with the following guidelines:

1. Each PAR shall reflect all hours worked during the pay period (time actually spent on the job performing assigned duties).

2. PAR's shall be prepared in ink (or electronically).
3. Errors shall be corrected by crossing through the incorrect entry, filling in the correct entry, and placing the employee's initials next to the change (i.e., employees shall not use "white out" or correction tape)
4. Employees shall identify and record hours worked based on the nature of the work performed;
5. Compensated absences (vacation, holiday, sick leave, etc.) should be clearly identified as such;
6. PAR's shall be signed by the employee prior to submission.

A Coalition employee who is on leave, traveling, or is ill on the day that Personnel Activity Reports are due may telephone or email PAR information (actual time worked and the appropriate classifications) to the Office Manager. The employee must initial a timesheet submitted in this manner immediately upon his/her return to the office. Personnel Activity Reports submitted in this manner shall bear the notation, "Time reported by telephone or e-mail by (employee) to Office Manager." The PAR shall be signed by the C.E.O.

Review and Approval of PAR's

After preparation, the C.E.O. shall review and approve timesheets certifying the accuracy of time records and OCA coding/utilization. Corrections identified by a C.E.O. shall be authorized by the employee by initialing next to the change.

For Delegation of Authority policy (regarding C.E.O. time records and PARs approval), see policy #OP101.

Leave Audits

Periodically and prior to fiscal year-end, the Office Manager will send e-mails notices to all staff to verify leave balances and identifying how many annual leave hours the employee may have in jeopardy of losing, if not used by fiscal year-end.

Processing of Personnel Activity Reports (PAR's)

The Office Manager will review all completed PARs each month for mathematical accuracy (not required if PAR's are electronic). Next, the Office Manager prepares the "Payroll Summary Schedule of Hours Worked" for the C.E.O.'s approval. After review and approval, the C.E.O. signs and dates the summary for payroll processing. Then the Office Manager submits the payroll to the payroll service center.

The Office Manager may not change or correct Personnel Activity Reports. When errors are noted, the Office Manager will return the PAR to the employee for corrections and resubmittal.

Tampering with, altering, or falsifying time records, recording time on another employee's time record or willfully violating any other Personnel Activity Report policy or procedure may result in disciplinary action, up to and including discharge.

Review of Payroll

Upon production of payroll reports, and check stubs from the payroll service center, the Office Manager reviews payroll prior to its distribution of check stubs to the employees. The Office Manager shall sign the payroll register, indicating approval of the payroll.

Distribution of Payroll

Payroll check stubs for electronic deposits are available electronically from the payroll processing contractor to each employee.

Internal Audit of Payroll Data

An independent payroll processing service is utilized for processing the Coalition payroll. Payroll data is reviewed monthly by a Finance Manager when recording payroll data received from the payroll processing contractor. Rates of pay are reviewed for changes as well as additions or deletions.

VI. New/Unfinished Business

I. Approval to the Coalition's information Technology Systems and Security Policies and Procedures Manual*

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Information Technology Systems and Security Policies and Procedures Manual (following annual review)
Reason for Recommended Action	<p>Revisions:</p> <p>IT302 - <u>User Management</u>, added new hires will complete IT training(s) within 30 days (post DEL Fiscal Monitoring).</p> <p>IT303 - <u>Access and Security</u>, added security language regarding use of privately-owned cell phones for Coalition use (post IT vendor annual review).</p> <p>IT602 - <u>Cyber Communication and Social Media Use by Employees</u>, added “Webinars and Other Types of Remote Sessions” section (post IT vendor annual review).</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition’s IT Policy would not be updated and compliant with OEL requirements.
How the Action will be accomplished	Approval of the revisions listed above.

IT302 User Management

Effective Date: 10/01/08

Revision Date: 02/04/09, 04/08/15, 03/11/20, 06/15/22

New Coalition Employees

Upon hire (and within 30 days), all Coalition employees are given the Coalition's current IT policy for receipt and review. The employee documents understanding of the policy and their responsibility to secure Coalition IT assets by signing an IT Systems and Security Policies and Procedures Receipt and Acknowledgement Form. In addition, those employees who, as part of their job duties, will have access to the Single Statewide Information System (SSIS) will review and sign the "DEL's Memorandum of Understanding and Data Security Agreement" (data access and security form) prior to obtaining access and training, and annually thereafter. For auditing purposes, the Coalition maintains documentation of the actual antivirus/data security training materials and staff completion of the trainings.

Florida Computer Crimes Act

As the Coalition, through multiple funding sources, has access to sensitive computerized data, all employees are required to understand and comply with the Florida Computer Crimes Act, Chapter 815, Florida Statutes. The minimum security requirements are: passwords are not to be disclosed and information is not to be obtained for the individual or another person's personal use. Security violations may result in disciplinary action.

Confidentiality

All information about individuals, clients or community members served by the Coalition is confidential. No information may be shared with any person outside the Coalition without the prior written approval of the individual, family, or the Coalition. See Coalition Confidentiality Policy #OP201.

IT303 Access and Security

Effective Date: 10/01/08

Revision Date: 02/04/09, 02/03/10, 02/02/11, 02/01/12, 08/24/12, 03/16/16, 03/22/17, 06/12/19, 03/09/22, 06/15/22

Referenced Legislation and Guidance

DEL Grant award Exhibit I, Section F, *Breach of Security/Confidentiality*

(Note: Please find these referenced documents/regulations in the “Referenced Documents-Regulations” folder in the “Policies and Procedures” folder located in the Coalition “Company Share” drive. Contact the Coalition Grants and Operations Manager should there be any difficulty in finding a document or regulation.)

Access Controls

The confidentiality and integrity of data stored on agency computer systems must be protected by access controls (both on-site and remotely) to ensure that only authorized employees have access. The Coalition maintains compliance with all DEL IT Security policies and procedures. Access shall be restricted to only those capabilities that are appropriate to each employee’s job duties. All staff (and subrecipient/subcontractor staff) with access to ELC data systems complete “DEL’s Memorandum of Understanding and Data Security Agreement” upon hire and/or position (responsibility) transfer and annually thereafter.

Employees assume all responsibility for their access to the Coalition’s information systems. Passwords or access codes must not be shared with others. Any individual password to access the information systems belongs to the Coalition and information regarding usage of the Coalition’s information systems is accessible at all times by management for any business purpose. Unauthorized access to information systems is prohibited. No one should use the ID or password of another; nor should anyone provide his or her ID or password to another, except in cases necessary to facilitate computer maintenance and repairs and then only to authorized Coalition Information Technology staff, management, or contracted vendor of IT services. When any user terminates his or her relationship with the Coalition, passwords are changed immediately and his or her access and use of the Coalition’s information systems is prohibited.

Physical Security and Access

The Coalition’s server is provided by the Coalition’s IT vendor and is housed in a secured datacenter. The datacenter has an emergency lighting device within reach, or an emergency lighting system. In addition, the datacenter has a gas based fire extinguishing system. The Coalition, through its IT vendor, uses a cloud-based server.

All critical computer equipment is stored in secure locations and access is restricted to only those individuals who require such access for the performance of their job responsibilities.

Access to network and Windows servers is privileged to the Coalition’s IT staff and/or IT vendor who require this level of access based on their function and training levels.

The Coalition's staff have controls and processes in place to physically safeguard the entity's operating systems. The Coalition currently complies with requirements described in DEL IT Security Policy 5.05.02.17, *Physical and Environmental Security*.

A list of such controls for computer equipment include, but are not limited to:

- Heating/cooling standards
- Smoke detectors
- Fire suppression
- Uninterruptible power supplies
- Locks/access
- Alarms
- Cameras
- Instructions for visitors

Password Security

No passwords will be allowed that block entry to a PC or to specific applications or files without prior approval from the employee's supervisor. Users are responsible for safeguarding their login passwords. Passwords may not be shared, printed, or stored online. Users should not leave their computers unattended without logging off. If a user suspects that the secrecy of their password has been compromised they should report this to the Office Manager immediately and initiate a password change request.

For all passwords the Coalition follows the DEL IT Policy 5.05.02.32, which requires ten minimum protocols for creating passwords:

1. Passwords should contain at least eight (8) characters and contain a combination of letters, numbers, and special characters.
2. Passwords cannot be reused for at least six (6) changes.
3. Never assign a login account a password that is the same string as the employee ID or that contains the employee ID (e.g., "bob123" is not an appropriate password for employee "bob").
4. Never set any password equal to the null string (i.e., a blank password), which is equivalent to no password at all.
5. Passwords should not be a dictionary word in any language.
6. Passwords should not contain any proper noun or the name of any person, pet, child, or fictional character.
7. Passwords will not contain any associate serial number, social security number, birth date, telephone number, or any information that could be readily guessed about the creator of the password.
8. Passwords should not contain any simple pattern of letters or numbers, such as "xyz123."
9. Passwords should not 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.).
10. Use a password that is easy to remember (e.g., a phrase, line from a song, or nonsense words) and that you can type quickly.

Although DEL policy allows for 90 day use of passwords, and allow to reuse passwords after six changes, the Coalition passwords are changed every 60 days and unique passwords are required at each change. The IT vendor ensures that password updates are set up to be generated on demand every 60 days, and that the new password meets the password criteria.

Other DEL policy protocols for passwords require guidelines for the storage and visibility of passwords and certain instructions on how to setup and assign passwords (for example, avoid using the “remember password” feature on web sites and other applications).

After five attempts to access a system with incorrect passwords, that system will be subjected to a lockout time of 10 minutes. This lock feature is set to mitigate brute-force based attacks.

In addition to password security, all Coalition PC’s are protected by installed 10 minute time out screen savers, requiring the user’s password to reenter their PC’s.

Database Security

The Coalition complies with requirements for restrictions on access to sensitive or confidential data described in DEL’s IT Policy and Program Guidance 101.02, *Records Confidentiality*. This includes identifying and safeguarding confidential records, Personally Identifiable Information (PII), and Protected Personally Identifiable Information (PPII). (*Please refer to “Definition” section of this policy for more information on these items, as defined by DEL Program Guidance 101.02, Records Confidentiality*). (*Also refer to the Coalition’s Confidentiality policy #OP201.*)

Database Access is granted to users via the application level only. Changes at the database level are permitted by the database administrator only. Application controls are used to ensure proper access to information within applications based on the responsibility of the staff member. Log files are maintained for changes to all databases.

Mobile Computing Devices are strictly controlled by the Early Learning Coalition. This policy applies to all Coalition-owned mobile devices including, but not limited to laptops, smart phones, tablets and external hard drives/flash drives. Such devices are limited in use and are only serving in the capacity of an access agent to the primary server. In the event of the loss or theft of a laptop, no information would be present on the device. In addition, the Coalition utilizes media storage devices that are password protected and scanned for viruses before each use. The devices (flash drives, thumb drives, laptops, email transmissions, etc.) shall not contain confidential data unless the device is fully encrypted and password protected. In the event of a loss or theft of a smart phone, tablet or other mobile device, the Office Manager will ensure the Coalition’s IT Vendor performs a “remote wipe” of the device clearing it of any Coalition information. If an employee is expected to use their personally-owned mobile/cell phones, they must do so by securely accessing emails or software applications through multi-factor authentication. Other than that function, or a failure in primary phone systems, employee cell phone use for Coalition purposes is prohibited.

Portable Storage Media or Peripheral Device Security

The Coalition, including its employees, subcontractors, agents, or any other individuals to whom the Coalition exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 [<http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>].

Remote Access is provided to all Coalition staff. Encryption is used on both the data sent from and to their workstation. Log records are maintained on all workstations and firewall logs are monitored for unusual activity. The Coalition prohibits the use of personal devices to download or store sensitive or confidential data.

Access to the Coalition's Internal Network is restricted by a hardware firewall. The firewall performs multiple network and security functions such as antivirus, antispyware, firewall, intrusion prevention, and device and application control for complete workstation protection. The network is further protected from spam and viruses by a third party filtering system. 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. During an outage, all inbound and outbound email continues to be filtered to protect the Coalition from threats.

Electronic Imaging and Signatures

Electronic imaging is used to generate official operating records and transaction files. The Coalition has an effective system of controls in place that ensures digital images of the original paper document are accurately represented because staff scan all documents in their entirety.

Staff are instructed to retain all documents per the Coalition's record retention policy to ensure access to the images are not destroyed, but remain accessible until the applicable retention period expires.

If changes to an electronic image are necessary and authorized, staff are instructed to save a copy of the unaltered, original file.

Electronic Signatures must be unique to the signer. To utilize electronically signed documents, the Coalition ensures that signers use a unique signature they control which can be verified via a mechanism such as login or IP address of the signer in a read only format so as not to be altered.

Security and Problem Management

The Coalition's IT vendor records all reports of problems, security incidents, and Coalition requests for services to ensure that these events are responded to and/or resolved within the required four hour response time. In addition, the IT vendor must have the capability to install/perform an automated email alert system, with the firewall, to report any unauthorized or malicious activity.

The Coalition is also required to document and provide the following details for any/each incident, and report to DEL:

- (i) The nature of the unauthorized use or disclosure
- (ii) The confidential information used or disclosed
- (iii) Who made the unauthorized use or received the unauthorized disclosure
- (iv) What the Coalition has done or shall do to mitigate any harmful impact of the unauthorized use or disclosure and
- (v) What corrective action the Coalition has taken or shall take to prevent similar future unauthorized use or disclosure incidents.

Breach of Security or Security Incident

Coalition staff are required to report any breach/security incidents. The Coalition shall immediately notify DEL's Inspector General (at Inspector.General@oel.myflorida.com) and Information Security Manager (at Information.Security@oel.myflorida.com) in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives.

IT602 Cyber Communication and Social Media Use by Employees

Effective Date: 04/08/15

Revision Date: 06/15/22

Overview

The same principles and guidelines that apply to your activities as an employee in general, as found throughout this manual and in your job description, apply to your activities online. This includes forms of online publishing and discussion, including blogs, wikis, file sharing, user-generated video and audio, virtual worlds and social networks.

The Coalition trusts and expects employees to exercise personal responsibility whenever they participate in social media. This includes not violating the trust of those with who we are engaging.

The Coalition expects all employees utilizing social media will recognize and follow the guidelines included within this policy. Failure to do so could result in disciplinary action, up to and including termination.

Policy Expectations

- Always consider the power of your comments and contemplate the impact of your post on your reputation and that of the Coalition before you publish it.
- Respect all confidential and proprietary information that you possess as a result of your relationship/employment with the Coalition. Secure written permission to publish or report on conversations that are meant to be private or internal to the Coalition. Examples of confidential information include, but are not limited to participant information*, confidential academic information*, proprietary data, internal policies and memorandums, and all proposed and executed organizational strategies.

Note: *Please refer to the Coalition's confidentiality policy #OP201 for further instructions regarding publication of participant information and/or photographs and media release forms.

- When disagreeing with others' opinions, be appropriate and professional in doing so when posting such disagreements on social media sites.
- When posting about your work at the Coalition, use your real name, identify that you work for the Coalition and the position you hold. Be aware of your association with the Coalition in online social networks. If you identify yourself as an employee of the Coalition, ensure your profile and related content is consistent with how you wish to present yourself with colleagues and participants.
- Respect your audience: Don't use slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Coalition workplace. You should also show proper consideration for others' privacy, and show proper judgment regarding topics that may be considered objectionable or inflammatory.
- Vulgar, obscene, threatening, intimidating, harassing, or discriminatory behaviors on social media sites may result in an employee's immediate termination.

Webinars and Other Types of Remote Sessions

It can be expected that as technology increases, video chat and remote sessions will become more integrated in our business process. As a representative of Early Learning Coalition of North Florida, the expectation is that these will be held to the same standard that a physical meeting would be. Employees must be presentable, and background selection should not distract from the call. Additionally, recordings cannot be

made unless all parties are notified, and would be stored on the server and not available for general release. They would become part of the public transparency in the event of a legal request.

VI. New/Unfinished Business

J. Approval of the Revisions to the Coalition's Personnel Policies and Procedures Manual*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Personnel Policies and Procedures Manual
Reason for Recommended Action	<p><u>Revisions:</u> HR315 – <u>Leave Donation Policy</u>, added.</p> <p><u>Remaining revisions are post DEL Fiscal Monitoring:</u> HR202 – <u>Introductory Period and New Employee Orientation</u>, added requirement that new employees must complete IT Data Security Training within 30 days.</p> <p>HR207 – <u>Performance Evaluation</u>, added that should an employee reach their maximum pay per their job descriptions pay range, a supplemental merit payment (equaling the total for their performance score) can be issued in replacement of a merit raise.</p> <p>HR301 – <u>Employee Benefits and Salaries</u>, added required language for employee performance incentives, and added reference to policy #OP101 regarding delegation of authority for all CEO personnel and financial matters.</p> <p>HR302 – <u>Annual Leave Benefits</u>, updated how annual leave balances are calculated and documented for employees, and corrected how Regular Part Time employees earn annual leave time.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have a “Leave Donation” policy to benefit employees. • The Coalition would not have the most accurate and updated Policies and Procedures.
How the Action will be accomplished	Approval of the Personnel Policies and Procedures Manual revisions listed above.

HR202 Introductory Period and New Employee Orientation

Effective Date: 02/19/08

Revision Date: 02/04/09, 02/02/11, 08/03/11, 06/15/22

Introductory Period

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Coalition uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the Coalition may end the employment relationship "at will" at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees for regular full-time or part-time positions work on an introductory basis for the first 90 calendar days after their date of hire. Employees who are promoted or transferred within the Coalition must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If the Coalition determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within the Coalition an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the Coalition's needs. However under normal circumstances, employees may not be eligible to apply for vacant positions while in the 90 day introductory status.

At the end of the introductory period, the supervisor completes an employee evaluation. Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other Coalition-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

An employee may be terminated during the introductory period at any time without explanation or obligation.

New Employee Orientation

All employees are required to attend the Coalition's New Employee Orientation (NEO). The C.E.O. or his/her designee is responsible for designing and implementing an orientation program. Suggested items for an Orientation Checklist include:

- Introduction to co-workers
- Overview of job description/explanation of duties
- Overview and documentation of the set salary and available benefits
- Review and Signing of the Coalition Confidentiality Policy and Form and EFS Data Security Form and Agreement (if applicable)
- Assignment of equipment, keys, supplies, etc.
- Orientation to Personnel Policies [leave accrual, payroll, how to fill out Personnel Activity Reports/PAR's to include instruction regarding coding of OCA's (Other Cost Accumulators) , travel

forms, etc.].

- Orientation to job duties (documentation/machines/routing processes, etc.).
- Access to applicable reading material (regulations, departmental policies and procedures manual, training manuals, etc.).
- Information Technology Data Security Training (to be completed within 30 days)

A copy of the completed checklist should be routed to the C.E.O. after completion. This will be filed in the employee training record.

A thorough orientation to the Coalition greatly enhances employees' ability to effectively perform their job responsibilities.

HR207 Performance Evaluations

Effective Date: 02/19/08

Revision Date: 02/04/09, 06/15/22

Supervisors and employees in all employment classifications are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Each regular full-time or part-time employee will receive an evaluation at the end of his or her introductory period.

The introductory period allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Subsequent to the initial evaluations, regular full-time and part-time employees will be subject to at least annual evaluations within thirty (30) days of the anniversary of their employment in their current positions. Additionally, the Coalition reserves the right to conduct periodic performance evaluations on temporary employees as it deems necessary. Follow-up evaluations may be conducted at the discretion of the Supervisor.

Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting objectives and goals.

Annual Performance Evaluations

Performance evaluations are scheduled approximately every 12 months, coinciding generally with the anniversary of the employee's current job title. Employees are evaluated based on his/her current job description, and an overall score is assigned at the completion of the evaluation. Scores are directly tied to wage increases. Should an employee have reached their maximum pay per their job descriptions pay range, a supplemental merit payment (equaling the total for their performance score) can be issued in replacement of a merit raise. All wage increases are subject to availability of funding. Please see the evaluation rating scale:

<u>Points</u>	<u>Percentage (%) of wage increase</u>
1	0%
2	0%
3	2%
4	3%
5	4%

Any employee receiving an overall evaluation score of one or two would not receive a wage increase. Any employee receiving an overall rating of three or higher would receive a wage increase. The percentage and dollar amount increase, as well as the effective date, is documented on the performance evaluation form.

Once reviewed, the employee and supervisor sign the completed form and the employee receives a signed copy. Performance evaluations are maintained in the employee's personnel file.

HR301 Employee Benefits and Salaries

Effective Date: 02/19/08

Revision Date: 02/04/09, 02/01/12, 02/12/13, 06/15/21

A. Benefits

Eligible employees at the Coalition are provided a wide range of benefits. A number of the programs (such as Social Security, unemployment workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law. Other available benefit programs may be funded fully by the Coalition, partially by the Coalition, or fully funded by the eligible employee.

After 30 days of continuous employment, employees are eligible for benefits unless otherwise stipulated. Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee Personnel Policies and Procedures Manual.

New employees are provided details, options and forms for all eligible benefit programs at orientation. The following are benefit programs that may be available for eligible employees:

- Health Insurance
- Dental/Vision Insurance
- Life Insurance
- Paid Holidays
- Annual Leave
- Sick Leave
- Personal Leave
- Family Medical Leave Act
- Bereavement Leave
- Jury Duty
- Military Leave
- Workers' Compensation
- Benefits Continuation (COBRA)
- 401(k) Retirement Savings Plan
- Supplemental Benefits

For more information on benefits and eligibility, consult the immediate supervisor or the C.E.O.

Relinquishment of Insurance Coverage(s)

- A. Any employee opting to not receive Coalition-designated insurance benefits (due to receiving equivalent benefits elsewhere) may be eligible to receive 50 percent of the cost of the individual's insurance premium set at the time of initial relinquishment.
- B. A current certificate of insurance coverage will be **REQUIRED** of all employees at the time of benefit relinquishment, as well as upon all subsequent insurance coverage renewals.
- C. To accept or relinquish such insurance must be determined at the time of new employee orientation. If an employee who has accepted the insurance later decides to relinquish it, this can be done at any time (pending meeting **requirement in paragraph "B" above**).
- D. Should an employee who has 'opted out' then wish to resume insurance coverage(s), they will need to have had a 'qualifying event' (involuntary loss of coverage) or wait until the next open enrollment. It is the employee's responsibility to ensure that the enrollment and eligibility requirements are met at the time of the qualifying event or prior to the open enrollment. This includes the **requirement of paragraph "B" above**.

Tax Deferred Annuity/Retirement Plan

The Coalition has a tax deferred retirement plan (401K). The purpose of the plan is a long-term savings plan, which allows deferment of taxes and shelter of current income for use in retirement years. Only employees who are regular full-time are eligible. The Coalition contributes up to 6% match of an employee's salary into the plan.

Employees who are laid off or are terminated from their job for reasons other than misconduct may qualify for maximum weekly benefits provided by the State of Florida. The Coalition will provide the Bureau of Employment Compensation with necessary documentation of the employee's past employment record to assist in a fair and accurate determination of eligibility for unemployment compensation benefits.

B. Salaries

1. Scheduled paydays for all employees (exempt and non-exempt) will be bi-weekly, commencing on every other Friday. If the scheduled payday is a holiday, payday will commence on the latest scheduled work day prior to the holiday.
2. Payment of "extra compensation" to non-exempt employees requires the prior approval of the C.E.O. utilizing the appropriate form. Requests for extra compensation are to be submitted in writing to the C.E.O. not less than 24 hours prior to overtime being incurred. The C.E.O. may at his/her discretion waive the required 24 hour notice in the case of extenuating circumstances.
3. Salaries and hourly rates are set according to the job description requirements and qualifications necessary to fulfill the position. Revisions/changes to salary and hourly rate ranges, as defined on job descriptions will be at the discretion of the C.E.O. and/or the Coalition Board. Approved beginning salaries/hourly rates and subsequent salary/hourly rate adjustments are documented in each employee's personnel file.
4. As budget allows, employees may be eligible for an increase in salary normally at the time of

their annual performance evaluation.

5. As budget allows, employees ~~who exceed performance standards~~ may be eligible for performance incentives. Performance incentive amounts are not to exceed 10% of the employee's annual gross salary. All performance incentives are contingent upon adequate grant funding. And, the C.E.O. determines the award amounts and recipients. Performance incentives are based on work performance with the performance standards, time period, and evaluation process defined prior to the work performed earning the bonus. Bonuses will be paid pursuant to the Coalition's established plan communicated to employees prior to services being rendered.

For Governing Board Review and Approval duties as well as Delegation of Authority (regarding all C.E.O. personnel and financial matters), see policy #OP101.

HR302 Annual Leave Benefits

Effective Date: 02/19/08

Revision Date: 02/04/09, 12/02/20, 06/15/22

Annual leave time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Once employees enter an eligible employment classification, they begin to earn paid annual leave time according to the schedule. They can request use of annual leave time after it is earned. To take annual leave, employees should request advance approval from their supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Annual leave time off is paid at the employee's base pay rate at the time of annual leave for regularly scheduled hours. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

ANNUAL LEAVE – Regular full-time and regular part-time employees

The Coalition offers paid annual leave benefits for its regular full-time employees and its regular part-time employees as set forth in this policy. Temporary employees are not entitled to annual leave benefits.

A newly-hired employee is not entitled to use annual leave until after the completion of the introductory period. Annual leave taken during the introductory period of employment will be classified as leave without pay.

Annual leave may be taken as weekly periods, as individual days, or as partial days as long as an employee's supervisor approves the periods chosen. Employees may receive verbal approval from their supervisor and submit the leave form (that has been verbally approved) with the time sheet appropriate for that leave period.

Annual leave balances are updated by personnel and accounting staff and reflected on an individualized leave report periodically submitted to the employees and upon request the bottom of each individual's PARs report, once completed by the employee. Employees should contact the personnel or accounting staff immediately if they believe there is an error in this balance. Annual leave balances will not be reviewed beyond one month after the date of the error.

The following chart specifies the annual leave allowances for each of the Regular Employee classifications:

Employee Classification	Completed Years of Employment	Annual Leave Hours Earned Per Pay Period	Annual Leave Hours Earned Per Year
Regular Full-time	0-2	4	104
	3-7	6	156
	8 or more	8	208
Regular Part-time	0-2	2	52
	3-7	3	78
	8 or more	4	104
Regular Part-time	0-2	Prorated based on bi-weekly work schedule and completed years of employment	Prorated based on bi-weekly work schedule and completed years of employment
	3-7		
	8 or more		

The leave year (for accrual/rollover purposes) for all regular employees begins July 1 and ends on the last

day of the last pay period for each fiscal year. Only 120 hours of annual leave may rollover from one fiscal year to the next fiscal year. Any unused annual leave hours in excess of 120 hours will not rollover from year to year.

Annual leave hours earned (per pay period) is determined by the anniversary date of hire. Higher increments of hours earned (per pay period) begin with the first pay period following completion of specified number of years of employment.

Employees terminating employment for any reason (i.e. lay-off, resignation) are entitled to payment for all unused annual leave.

Regular part-time employees changing to regular full-time status will be credited with service from the original date of hire for the purpose of determining annual leave and sick leave allowances. Regular full-time employees changing to part-time status will be credited with service from the date of that status change for the purpose of determining annual leave and sick leave allowances. Temporary employees changing to regular full-time or regular part-time status will be credited with service from the date of that status change for the purpose of determining annual leave and sick leave allowances.

HR315 Leave Donation Policy

Effective Date: 06/15/22

Revision Date:

- This leave donation policy has been created in support of the ELCNF (Early Learning Coalition North Florida) culture that we care about our co-workers and are here to assist.
- This policy provides all ELCNF employees the opportunity to assist a co-worker in need due to an unexpected personal serious illness, injury or caring for an immediate family member who has a serious illness or injury.
- This policy allows an employee to donate a minimum of 1 hour and up to 50% of their leave balance, either Annual Leave or Sick Leave, as of the date of the donation to a co-worker of their choice who has experienced a serious personal or family illness or injury and who has exhausted all available leave time.
- The donating employee must retain a minimum of 40 hours leave time (any combination of annual and/or sick leave).
- The Recipient employee must have exhausted all leave time.
- The Recipient employee must request/apply by utilizing the Leave Donation Request Form which is requested from the Office Manager.
- A Recipient may not use more donation hours that are in their normal workweek.
- Donated leave hours may be from multiple donors.
- This program may not be used for pre-planned circumstances or event.
- Donated leave time can be used either on a consecutive or an intermittent basis.
- Once leave donations are authorized and have been processed, they are irrevocable.
- Donations will be converted into dollars and converted back into hours. For example:
 - If the donor employee makes \$15/hr. and donates 8 hours, it will equal a donation of \$120.
 - If these were donated to an employee who makes \$10/hr., the above donation of \$120 would cover 12 hours of leave time for this employee.
 - If these hours were donated to an employee making \$20/hr., the above donation of \$120 would cover 6 hours of leave time for this employee.

VI. New/Unfinished Business

**K. Approval of the Revisions to the Coalition's
Procurement of Commodities and/or Contractural
Services Policies and Procedures Manual***

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Procurement of Commodities and/or Contractual Services Policies and Procedures Manual
Reason for Recommended Action	<p>These revisions are post DEL Fiscal Monitoring, staff review of policies, and new Florida Statute requirements:</p> <p>PR401 - <u>What to Consider When Procuring Any Item with Grant Funding</u>,</p> <ul style="list-style-type: none"> • Raised first purchasing threshold (for quotes requirement) from \$2,501 to \$5,001, and added reference to purchase order policy #F305. • Added information from policy #PR601 regarding frequency of procurement. <p>PR402 – <u>Types of Procurement</u>,</p> <ul style="list-style-type: none"> • Raised the micro-purchasing level to \$5,000 (after researching that it actually tops out at \$10,000). • Added new Florida Statute requirements for State Contracts. <p>PR601 – <u>Bidding Processes</u>,</p> <ul style="list-style-type: none"> • Corrected reference to Florida Statute 287.057 (13) to (14). <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures.
How the Action will be accomplished	Approval of the revisions listed above.

PR401 What to Consider When Procuring Any Item with Grant Funding

Effective Date: 08/28/07

Revision Date: 04/15/08, 02/04/09, 04/07/10, 02/02/11, 05/19/11, 02/01/12, 12/04/13, 07/14/14, 09/17/14, 03/16/16, 12/07/16, 09/20/17, 06/15/22

What to Consider When Procuring Any Item with Grant Funding

To assist in all of the requirements below, the Coalition uses the most current version of its own “Procurement Form” (kept with the Office Manager) for all grant funded procurements.

Before purchasing equipment or property, the Coalition will use federal excess and surplus property instead, whenever possible and if such activity helps reduce program/project costs [2 CFR Part 200.318(f)].

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

1. All items to be procured must be necessary, and must not be duplicative.
2. Where applicable, an analysis must be made of lease and purchase alternatives to determine which would be the most economic and practical procurement.
3. Solicitations for goods and services must provide for all 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, such as;
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
 - 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).

4. 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. (See “For All Grant Funded Procurement” below.)

5. Cost and price analysis must be made on all grant funded procurements and documented. Per 2 CFR Part 200.323, The Coalition will comply with applicable cost and price analysis requirements for procurement transactions:

- a) Applies at federal level for purchases in excess of simplified acquisition threshold (\$150,000)
- b) Independent in-house estimates required before receiving bids or proposals
- c) When applicable or required, negotiate profit as a separate element of price
- d) Costs or prices are limited to allowable costs based on federal and state cost principles
- e) Entity will not use the cost-plus-a-percentage-of-costs method of contracting.

6. Cost and Price Analysis - Purchase or Lease Decision. For equipment with a purchase price of over \$5,000, a cost effectiveness analysis must be performed and documented by the Finance Manager, to ascertain which option is most cost effective for the Coalition, and therefore the best use of award funds. This analysis will be made available to the C.E.O. to assist with the final lease/buy decision.

7. **All related-party transactions** must be board approved. A related-party transaction is any transaction that involves the Coalition procuring goods or services from an entity that has been identified as being affiliated with any Coalition employee, board member, or a relative of either group (“relative” as defined by Section 112.3143(1) (b) F.S.), and a potential conflict of interest has been disclosed.

All public officer to disclose in advance (in writing) real and/or perceived voting conflicts and to abstain from any vote and from related purchasing/procurement discussions. “Public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body, such as the Coalition’s governing board.

As of July 1, 2013 and per Section 1002.84 (20) F.S., the following DEL prior approvals/notifications must be followed for related party transactions:

- a) All contracts for \$25,000 or more may not be executed without DEL prior approval and prescribed voting procedures (including must have 2/3 votes of the **ENTIRE** board – present or not) must be followed per the instructions of DEL Q and A - Requirements for DEL Prior Approval of Related Party Contracts September 16, 2013.

During the board meeting, Coalition staff must disclose the following, and the minutes MUST reflect:

That the contract is a “related party contract” and as such, the requirements are:

- Any related party has to disclose their conflict to the board and complete the conflict of interest form.
- The ELC notified the board of the ‘related party’ to the contract.

- As a conflict, the board member completed the form “8B”. And if present, the board member is not allowed to have discussion or participate in the vote on the item (contract).
 - Because this is a related party contract, the Coalition must have 2/3 vote (of the entire board) approval of the contract before the Coalition can send it to DEL for approval.
 - That an individual vote was taken and how each board member voted.
 - The contract will not be executed (signed by both parties) until the Coalition receives DEL approval.
 - The minutes from the meeting will reflect that these requirements were disclosed to the board and will reflect the individual votes.
- b) All contracts for less than \$25,000 do not require DEL prior approval, but must to be submitted to DEL within 30 days of execution. However, the same voting procedures for contracts over \$25,000 must be followed.

For more details on state statutory instructions, please refer to DEL’s Program Guidance, *Related Party Disclosures*.

For more details on the Coalition’s Conflict of Interest Policy, see policy #OP203.

8. Whenever applicable, the Coalition will comply with instructions for procurement of recovered materials [2 CFR Part 200.322].

9. Per F.S. 287.057 (14), “Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer.”

General rule – Because ELCs are funded on an annual basis, an ELC’s contract periods/terms are typically limited to one year with three optional renewal years. This means the total possible years are four – per specific contract, before another procurement process would be required.

Exceptions – A few specific transactions may qualify for longer contract periods/terms. Two examples include leases for office space and leases for copiers/scanners, provided the ELC has adequate documentation to support this business decision (i.e., cost savings, best value, ability to obtain negotiated discount, etc.) Please contact DEL for more specific instructions. (Source: DEL instructions and training files; also, see DEL clarification e-mail 07/08/19)

For All Grant Funded Procurements

1. All new potential vendors must be checked on the following website (and annually thereafter) to ensure the vendor is not on the most current listing:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.
2. [Florida Department of Management Services website](#). This link helps identify vendors/contractors (located in Florida) that are banned from doing business with federal/state agencies. This link is included in the annual grant agreement and each Coalition is responsible for checking (and documenting the results) to make sure it does not purchase goods/services from an entity/individual on these lists. Documentation can include a print screen copy of this search by staff in its

purchasing files. The www.sam.gov/ website is used to check vendors/contractors (located outside of Florida, such as internet based companies) that are banned from doing business with federal/state agencies.

3. All vendors must be checked against the most current USDA Food Program Disqualified List that is posted on DEL's Share Point and documented.
4. At least one quote should be requested from a certified minority vendor, if available, by checking this website: <https://osd.dms.myflorida.com/directories>. If no certified minority vendor quote is included, documentation must be provided explaining why.
5. The procurement should be carried out using good purchasing practices with price, quality and other factors considered.
6. Comparisons from published catalogues or websites are allowable for written quotes.
7. Written documentation of verbal quotations are allowable when the name and address of the vendor is noted in the purchasing records.
8. Florida Statute 1002.83 (12) specifically prohibits the purchase of meals, food, or food related items using state, federal or local matching funds. Food related items include paper plates, napkins, utensils, cups, coffee filters, condiments or other items used when preparing or consuming a meal, food or beverage. These are allowable to the extent they are used for educational purposes (only) and not personal consumption.
9. **Membership dues, subscriptions and licensing fees.** The Coalition complies with the terms of s. 216.345, F.S., and 2 CFR §75.454, *Memberships, subscriptions, and professional activity costs*, when incurring costs related to paying membership dues, subscriptions and licensing fees.

The terms are that the payment information, which must contain a statement that

“The records of memberships, subscriptions or licenses for which the Coalition paid (records maintained at the Coalition) shall be public records pursuant to s. 119.01(3), F.S. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the Coalition funded.” The organization paid must provide this statement (on payment/invoicing documents).

Thresholds for Procurement Requirements

1. Purchases with a value of BELOW ~~\$2,500~~ \$5,000 may include, but are not limited to, a minimum of one written quote or written record of a verbal quotation.
2. Purchases between ~~\$2,501~~ \$5,001 and \$15,000 require a minimum of two (2) written quotes OR written records of two (2) telephone quotations.
3. Purchases of value between \$15,001 up to and including \$35,000 require a minimum of three (3) written quotations or informal bids.
4. For amounts more than \$35,000, a competitive, formal bid process is required.

Purchases cannot be split into individual amounts to avoid an expenditure limit or a threshold requirement.

Authority to Procure Commodities and Services

- The C.E.O. grants authority to procure small purchases (below ~~\$2,500~~ \$5,000) to the Office Manager.
- The C.E.O. partners with the Office Manager for procurements between ~~\$2,501~~ \$5,001 - \$35,000.
- The C.E.O. partners with the Grants and Operations Manager for all formal procurements (\$35,001 or more).

The Coalition strives to maintain adequate segregation of duties in purchasing and disbursement functions. These duties are assigned to Coalition staff as described here:

Amount of Purchase	Required Approvals	Process
Threshold 1: < \$2,500 <u>\$5,000</u>	Office Manager	1 written quote or written record of a verbal quotation
Threshold 2: \$2,501 <u>\$5,001</u> - \$15,000	Office Manager/C.E.O.	(2) written quotes OR written records of two (2) telephone quotations
Threshold 3: \$15,001 - \$35,000	Office Manager/C.E.O.	three (3) written quotations or informal bids
Threshold 4: \$35,001 or more	Grants and Operations Manager/ C.E.O.	formal bid process

Purchasing Authorization Levels (from policy #F301)

1. The C.E.O. has authority to purchase unit items that are \$5,000.00 or less.
2. Purchases \$5,000.01 or more have to be approved by the Board of Directors.

Purchases cannot be split into individual amounts to avoid an expenditure limit.

For Governing Board Review and Approval duties as well as Delegation of Authority, see policy #OP101.

For requisitioning/purchase order policy, see policy #F305.

PR402 Types of Procurements

Effective Date: 12/04/13 (separated from policy #PR401)

Revision Date: 12/04/13, 07/14/14, 12/07/16, 09/20/17, 06/15/22

Types of Procurement

There are primary, allowed methods of procurement:

Micro Purchases, Small Purchases, Competitive Procurement, and Noncompetitive Procurement.

To determine the appropriate method of procurement to use, the following must be known:

- The services for which the contract will be awarded
- The funding sources of the contract, the amount of funds anticipated to be spent on the contract
- The type of provider (if possible), and the manner in which the amount of payment is determined.

Basic Procedures for the Different Types of Procurement

Micro-Purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed ~~\$2,500~~ \$5,000* (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Coalition considers the price to be reasonable. [2 CFR Part 200.320] However, the Coalition will comply with good purchasing practices per state purchasing guidance. (**up to ~~\$2,500.00~~ \$5,000 for DEL transactions*).

Small Purchases

Small Purchases are procurements of contractual services costing less than or equal to \$35,000. To the best extent, at least three proposals should be requested.

- 1) These purchases shall be carried out using written quotations or written records of telephone quotations or informal bids* to be opened upon receipt, whenever practical. Should verbal quotations be received, the name and address of the company and the amount quoted shall be a part of the written quotation. If only one quotation is received, a written statement as to why more quotations were not received must be prepared and filed in the procurement file in order to document the provider selection.

*An informal bid is submitted to a prospective customer in response to a request for bids. The bid itself is a written estimate of the cost to the customer to supply goods and/or services that the customer wants.

- 2) Written material documenting small purchase procedures must be maintained in the procurement file. At a minimum, the file must include the following: names of individuals

taking part in the development or selection of criteria for evaluating persons or firms contacted, the date of contact, the prices or rates quoted, a statement as to why the quotation selected represents the most advantageous offer to the Coalition in terms of service and price, and a Conflict of Interest Statement from all individuals involved in making the procurement decisions.

- 3) The Coalition may create a “routine office supply list” for quotes, at the beginning of the fiscal year, and obtain several quotes to select one vendor to use throughout the year. Also, the Coalition should request a discount for any annual purchasing agreements.
- 4) The Coalition reserves the right to reject any and all quotes or offers, if deemed to be in its best interest.
- 5) Coalition officers, employees, and/or agents are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from vendors or potential vendor.
- 6) The Coalition sales tax exemption number is used for all Coalition purchases. In no case shall the Coalition sales tax exemption number or Coalition credit accounts with vendors be used for personal purchases.

Competitive Procurement

All contracts in excess of \$35,000 that are not exempt under subsections 287.05(3)(f) or (g), F.S. must be competitively procured. This includes contracts that could accumulate a cost of over \$35,000 during the time period of each fiscal year. The Coalition has three procedures for competitive procurement to ensure fair and open competition: The Request for Proposal (RFP), the Invitation to Bid (ITB), and the Invitation to Negotiate (ITN). If only one proposal is received under competitive procurement, then this proposal shall be viewed as non-competitive.

For contracts that could accumulate a cost of over \$35,000 during the period of a fiscal year, term contracts may be used to establish a vendor, at the beginning of the fiscal year, to utilize throughout the year. For a commodities contract (such as an educational or office supplies contract) the formal bid process would include a sample of the items that would possibly be purchased during the year.

Noncompetitive Procurement

For the Coalition’s purposes, there are four types of Noncompetitive Procurement. They are:

- State Term Contracts (s. 287.056 and 287.057 F.S.)
- Single Source (s. 287.057(3)(c), F. S.)
- Emergency (s. 287.057(3)(a), F. S.)
- Regulated Exempted Services (s. 287.057(3)(f), F.S.)

Exceptions to competitive procurement are provided in recognition of specific unusual and/or extraordinary situations. In these instances, the Coalition will document and justify noncompetitive procurement as described below.

File Requirements for Sole Source (Single Source) or other Non-competitive Proposals [45 CFR Parts 75.329(f) and 75.332; s. 216.3475, F.S.]

- Documentation of the Coalition’s determination criteria for a sole-sourced transaction.
 - The item is only available from one single source;

- The public emergency precludes delay resulting from competitive solution (for example, a flood at a local ELC administrative office or large local service provider requires the immediate acquisition of additional services);
- DEL or USDHHS gave written authorization for non-competitive proposals; and
- After solicitation of a number of sources, competition is determined inadequate.
- Cost analysis, (i.e., verifying the proposed scope of work or goods/services data and the evaluation of the specific elements of costs and negotiating profit (if applicable)) is required. *Note: Grant rules state this is a mandatory task for sole source procurement. A cost/price analysis should be completed by staff prior to receiving any bid or fee information.*

State Term Contracts

If a vendor agrees to honor the terms and costs of a state contract for Coalition use, informal bids are not required. However, the details of this agreement must be documented in the contract/vendor file. State contracts may be accessed by visiting [http://www.dms.myflorida.com/contract_search/\(ContractType\)/4110](http://www.dms.myflorida.com/contract_search/(ContractType)/4110).

Whenever possible, the Coalition will use state and local inter-entity agreements to procure common or shared goods and services. [2 CFR Part 200.318(e)].

Florida Statute 287.056(2) states, “Agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on state term contract from that vendor. The purpose of a request for quote is to determine whether a price, term, or condition more favorable to the agency or eligible user than that provided in the state term contract is available. If an agency issues a request for quote for contractual services for any contract with 25 approved vendors or fewer, the agency must issue a request for quote to all vendors approved to provide such contractual services. For any contract with more than 25 approved vendors, the agency must issue a request for quote to at least 25 of the vendors approved to provide such contractual services. Use of a request for quote does not constitute a decision or intended decision that is subject to protest under s. 120.57(3).” Per DEL email April 14, 2022 “State Term Contracts”, this process is only required if requesting quotes (RFQ’s) from multiple approved State Term Contract Vendors (not separate procurements). The State has already procured these goods and services on behalf of eligible users.

Single Source Procurement

Single source procurement may be utilized if there is only one interested vendor or if conditions warrant negotiation on the best terms and conditions. Single source negotiation requires the approval of the C.E.O., and DEL approval if the amount of the contract exceeds the threshold amount provided in s. 287.017, F.S. for CATEGORY FOUR (\$195,000).

Single Source Procurement PROCEDURES:

Per s. 287.057(3)(c), F.S., when the Coalition believes that commodities or contractual services are available only from a single source, the Department of Education will assist the Coalition by doing the following:

1. Electronically post a description of the commodities or contractual services sought for a period of at least ten (10) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

2. If it is determined in writing by the Coalition, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Department of Education will assist the Coalition by doing the following:
 - a. [If the amount of the contract is less than the threshold amount provided in s. 287.017 for CATEGORY FOUR (\$195,000)] provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3) (*posting of award and protest procedures*).
 - b. [If the amount of the contract exceeds the threshold amount provided in s. 287.017 for CATEGORY FOUR (\$195,000)] request approval from DMS for the single-source purchase. The Department must initiate its request for approval via the procurement office on the required forms authorized by the department head or designee in a form prescribed by the DMS. The request may be electronically transmitted. The failure of DMS to approve or disapprove the DOE's request for approval within 21 days after receiving such request shall constitute DMS approval. If DEL DMS approves the DOE's request, the DOE must then provide notice of its intended decision to enter a single-source contract in the manner specified in s. 120.57(3) (*posting of award and protest procedures*).
3. For the procurement file, the Coalition will document the key decisions regarding the provider selection process to include:
 - a. Evidence to show why formal sealed competitive purchasing practices (RFP/ITB) were not practicable and/or in the best interest of the Coalition.
 - b. Evidence to show action taken to be competitive to the greatest extent possible.
 - c. Evidence showing reasons for selection of the provider to which the contract will be awarded.

Emergency Procurement

Emergency procurement may be made pursuant to Section 287.057(3)(a), Florida Statutes. The procedures for requesting and processing an emergency contract are:

The Coalition will forward an e-mail to the Purchasing Office (Division of Early Learning) requesting approval to proceed with an emergency purchase. The e-mail shall contain the following information at a minimum:

- 1) Name of Vendor
- 2) Amount of Purchase
- 3) Detailed Explanation as follows:
 - Request for approval to proceed with an emergency purchase
 - Circumstances that created the emergency
 - Identification of the danger to the public health, safety or welfare, or other substantial loss to the state
 - Description of efforts performed to obtain pricing from at least two vendors, or description of the immediate increased danger that would result from such efforts
 - Request for approval to proceed with an emergency purchase

Upon receipt of the above information, DEL will file Form PUR 7800, "Notice of Emergency Purchase," within thirty (30) days after date of issuance of the emergency contract.

Note:

- Emergency contracts cannot be renewed as defined in Section 287.012(20), F.S.
- Emergency contracts need not be posted electronically or by any other means.

Regulated Exempted Services Procurement

Subsection 287.057(3)(f), F.S., specifically exempts the services listed in 1 through 14 below from the competitive procurement process. Contracts for services and conditions included in the following list are still subject to all other provisions of Chapter 287, Florida Statutes.

1. Artistic Services. For the purposes of 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.
 - a. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
 - b. Beginning January 1, 2011, health services, including, but not limited to, substance abuse and mental health services, involving examination, diagnosis, treatment, prevention, or medical consultation, when 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 shall also be exempt. For purposes of this sub-subparagraph, "providers" means health professionals, health facilities, or organizations that deliver or arrange for the delivery of health services.
6. Services Provided by the Not-For-Profit to the Disabled. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under the provisions of section 501(c)(3) of the United States Internal Revenue Code or when such services are governed by the provisions of 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. 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/Education Services. Training and education services provided to injured employees pursuant to subsection 440.491, F.S.
11. Contracts entered into pursuant to s. 337.11, F.S. (which lists “contracting authority of department; bids; emergency repairs, supplemental agreements, and change orders; combined design and construction contracts; progress payments; records; requirements of vehicle registration”).
12. Services or commodities provided by governmental agencies.
13. In addition, per Subsection 287.057(3)(g), 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.
14. 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.

PR601 Bidding Processes

Effective Date: 08/28/07

Revision Date: 02/04/09, 02/02/11, 12/04/13, 12/07/16, 08/07/19, 06/15/22

Basic Bidding Process

1. For amounts over \$35,000, a bid process is required. The Coalition may choose either of the following procurement methods in soliciting a contractor:

REQUEST FOR PROPOSALS (RFP) – used when:

- a. the scope of work or the actual product/outcome can be generally defined;
- b. the scope of work or product/outcome could be provided in a variety of acceptable ways;
- c. the buyer seeks to balance price and quality to achieve the best value;
- d. awards may be either a fixed price or cost reimbursement basis;
- e. there are believed to be more than two vendors who can submit satisfactory offer;
- f. the buyer does not anticipate a need to revise the solicitation and proposals after initial receipt; and,
- g. negotiations are limited to those elements described in the vendor’s proposal.

INVITATION TO BID (ITB) – used when:

- a. the requirement is well specified
- b. the services contracted to be provided can be accurately detailed and broken down into units of service
- c. only cost will be used to select the contractor/provider

INVITATION TO NEGOTIATE (ITN) – used when:

- a. purchasing non-standard or customized products/services or systems;
- b. the scope of work or product/outcome could be provided in a variety of acceptable ways;
- c. contractor qualifications and the quality of the product/outcome to be delivered is more important than the price;
- d. responses may contain innovative solutions, which may otherwise not receive consideration;
- e. competitive negotiation is the best way to ensure price or services to match available contract funds or provide most efficient economical services;
- f. award is based on solution or approach, qualifications and/or price;
- g. limited availability of competition;
- h. there is “high” complexity to requirements and project/emphasis on technology;
- i. it’s not known if everything on the “wish list” will be within the budget, so negotiations will be needed; and,
- j. the service or commodity is mission critical for the buyer;

2. Formal solicitations are required to be advertised on the Florida Administrative Register website, and other appropriate state websites, as well as the Coalition website. When applicable, such process will be advertised in a local newspaper of general circulation. All competitive solicitations

must be advertised a minimum of 10 calendar days prior to the opening of the responses to the solicitation.

3. 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.
4. If the Coalition contemplates renewal of the contract, that fact shall be stated in the RFP, ITB, or ITN.

Per F.S. 287.057 ~~(13)~~ (14), “Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer.”

General rule – Because ELCs are funded on an annual basis, an ELC’s contract periods/terms are typically limited to one year with three optional renewal years. This means the total possible years are four – per specific contract, before another bid process would be required.

Exceptions – A few specific transactions may qualify for longer contract periods/terms. Two examples include leases for office space and leases for copiers/scanners, provided the ELC has adequate documentation to support this business decision (i.e., cost savings, best value, ability to obtain negotiated discount, etc.) Please contact DEL for more specific instructions. (Source: DEL instructions and training files; also, see DEL clarification e-mail 07/08/19)

5. The proposal/bid/offer shall include the price for each year for which the renewed.
6. Evaluation of proposals/bids/offers shall include consideration of the total cost for each year as submitted by the vendor. Criteria that were not set forth in the RFP, ITB, or ITN may not be used in determining acceptability of the proposal/bid/offer.
7. The Coalition will not use state or geographical preferences in the evaluation of bids or proposals except where federal statutes mandates or encourages it. [2 CFR Part 200.319(7)(b)]
8. A taskforce composed, at a minimum, of three (3) Coalition members will evaluate the responses if an RFP or ITN is utilized. All reviewers sign a declaration indicating that no conflict of interest exists.
9. 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.
10. This proposal/bid/offer shall be determined in writing to meet the requirements and criteria set forth in the RFP, ITB, or ITN.
11. The Coalition reserves the right to reject any and all proposals/bids/offers, if deemed to be in its best interest.

12. Coalition 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.
13. When using an ITN and the contract value is in excess of \$1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a Department of Management Services Certified Contract Negotiator. When using an ITN and the value of the contract is in excess of \$10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional (PMP) as certified by the Project Management Institute.
14. When using an ITN, a written justification must be kept on file for five years stating why the ITN was a better option than an RFP or ITB.

VI. New/Unfinished Business

L. Approval of Web/Marketing Consulting Contract
with Creative Types/Amy Lynn D'Alesio for 2022-
2023*

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Web/Marketing Consulting Contract with Creative Types/Amy Lyn D’Alesio for 2022-2023
Reason for Recommended Action	<p>Our Web/Marketing consulting services is up for procurement. Three quotes were obtained and staff recommends that we accept the Creative Types bid and enter/continue into a contract. This contract is to be billed on an hourly basis of \$60 per hour and not to exceed 300 hours/\$18,000 annually.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have anyone in place to assist the Coalition with their ongoing Marketing/Ad Graphics, website updates and social media marketing, etc. To hire a staff person to solely perform these duties would be far more costly than \$18,000 annually.
How the Action will be accomplished	Once Board approved, the contract will be signed and followed.



This agreement is made as of June 1, 2022 between
Early Learning Coalition of North Florida
and

Amy Lyn D'Alesio
14030 Atlantic Blvd
Unit 3414
Jacksonville FL 32225
USA(hereinafter "Company")

Agreement Between Amy Lyn D'Alesio, Sole Proprietor and Dawn Bell, The Early Learning Coalition of North Florida (ELC)

Dawn Bell, Early Learning Coalition of North Florida:

Thank you for purchasing services for Creative Types to provide ongoing Marketing/ Ad Graphics (print and online graphic design, public relations, social media and advertising) for the Early Learning Coalition of North Florida (ELC). Marketing duties that were previously handled by the Program and Outreach Coordinator will be added to the current contract the coalition has with Creative Types for other projects which will continue. Marketing/ Ad Graphics Contracted Service not to exceed 300 hours @ \$60/hr. Not to exceed \$18,000 annually. This Agreement begins on the fiscal year beginning July 1, 2022, services end June 30, 2023 and the ends when you have paid the last invoice in full or as otherwise provided in this Agreement.

The Essentials

1. You are purchasing a services package from Amy Lyn D'Alesio (The Company). The Company has set aside time and resources just for your project.
2. Projects will be billed on an hourly basis of \$60 per hour; not to exceed \$18,000 annually.
3. This contract shall be in effect for the period beginning on July 1, 2022 and ending June 30, 2023, unless terminated earlier in accordance with the terms of this contract.
4. Monthly invoices will be emailed by the 10th of each month and are to be paid no later than the last day of that same month.
5. Payments to Amy Lyn D'Alesio are to be made via AHC or Online Payments via provided invoice link. The client will be invoiced and paid on receipt through the provided link in invoiced email. No checks or cash payments accepted without subsequent agreement. 1099 forms are available: Amy Lyn D'Alesio (EIN# 47-2772827).
6. Publishing and hosting costs are the responsibility and are not included in this agreement.
7. This is a collaborative process that will require your engagement and participation to complete.
8. We make it easy to understand what it is like to do business with Amy Lyn D'Alesio. Please check out the **Company Policies** attached. Those policies are part of this Agreement even though they are not spelled out in this document.
9. This Agreement, the Company Policies and **Disclaimers**, and the Credit Card Authorization (if applicable) are the entire agreement between us. These written documents supersede our prior discussions, emails, online or voice messages. By signing, you agree that there is no information that you deem materially important that is not incorporated into this Agreement.
10. Final proofreading is the client's responsibility. See Exhibit A regarding Design Terms.
11. **Assurances and Certifications:** Creative Types/Amy Lyn D'Alesio agrees to comply with all applicable assurances and certifications as listed on **Attachment I - Assurances and Certifications**.

This is what the Package includes

Outreach Service needs may vary due to needs of the client. Our Deliverables and Services may include, but are not limited to*:

- Updates for the ELC website: www.elcnorthflorida.org, including:
 - Updating content and images
 - Maintaining accurate web links and creating new links for information
 - Updating calendars
 - Creating additional web pages as needed
- Graphic design projects such as brochures, posters, postcards and other mailings.
- Video editing.
- Event services.
- Public relations campaigns.
- Online social media marketing including strategies and promotions of ELC.
- Advertising design and coordination.
 - If needed, Project-related out-of-pocket expenses, such as copying, courier and shipping charges, will be reimbursed to me at cost. Agreed items under \$50, such as photography, templates or specialty graphics, may be purchased on behalf of the client for timely reimbursement. Payment for these items will be client's responsibility and will be billed separately.

* Additional large projects may also require a separate agreement between Creative Types and ELC if they do not fall under the scope of this agreement. For example, the redesign of the website may exceed the scope of work and require a separate agreement to cover cost of specialty graphics, images, etc.

These items are *NOT* included in the Services Package

You understand that additional investments are required to complement the Service Deliverables, including the following:

1. Stock photography. No images will be purchased for the client unless upon agreement.
2. Hosting for Websites - client has their own contract for hosting separate of Amy Lyn D'Alesio.
3. Social Media Management Software - if needed, client will purchase and own.
4. Under this Agreement, you are purchasing Deliverables, not a guarantee that you will like the visuals (although we think you will!).

Please also note:

4. **No Guarantees.** You acknowledge that no one has guaranteed business, financial, or other results from purchasing the Services package. You understand that marketing and outreach is only one of many parts of a successful business or organization.
5. **No Coaching.** You are not receiving business coaching, strategy, or other advice under this Agreement.

These are your responsibilities (you should not sign this agreement unless you can do these things)

Amy Lyn D'Alesio is a great sole-proprietor and company, but we can't do everything! Here is a list of your responsibilities in fulfilling this Agreement:

1. You can afford additional investments that your business may require. Designing is only one part of a successful business. By signing this agreement, you acknowledge that you are responsible for and can make additional financial investments in your business which may be required in your business discretion. By way of example and not limitation, Company is not responsible for resolving or coordinating technology issues related to your choice of printer, social media outlet or hosting services. You may be required to hire an outside professional to resolve such an issue at your own expense.

2. This Agreement does not terminate if you decide not to follow through on your business. You are agreeing to pay for Deliverables. When you sign this Agreement, you commit to pay the purchase price in full regardless of whether you (i) intend to use the Deliverables, (ii) like the brand visuals, (iii) your business goals and needs change after you sign this agreement, or (iv) for any other reason. This agreement is not contingent on your business circumstances.

3. Know Your Own Circumstances. You are in the best position to evaluate your personal circumstances, including legal, medical, financial, business, and family matters, and you take sole responsibility for the decisions or actions (or inaction) regarding them as those decisions or actions pertain to your purchase of the Design Services package.

4. You can afford to pay the entire cost of the package, even if you cannot fully participate or collaborate as required by this Agreement. By signing up, you are representing and warranting to Amy Lyn D'Alesio that you can bear the economic risk for paying the package purchase price, and that in doing so, you will not experience economic or financial hardship. You understand that by signing this agreement, you have consumed resources that Amy Lyn D'Alesio's team cannot provide to someone else. This means you are responsible for the full cost of the package invoiced to you monthly even if your circumstances change. Amy Lyn D'Alesio is a business, too, and has relied on your commitment in expending resources on your behalf.

5. You understand the risks associated with being a business owner. You expressly acknowledge and agree that you did not sign this Agreement on the basis of representations regarding earnings or business results of design services.

Your Intellectual Property Rights in the Deliverables

1. Company sources photos and fonts from infringement and royalty free sources provided by Client, and Client represents and warrants that other components of the website or design images will be properly licensed for Client's intended use.
2. You acknowledge, understand, and agree that third party licenses may be used to design and develop the Deliverables, such as plugins, stock images, or other copyrighted works. You do not have ownership of these works.
3. Upon payment in full for this Agreement, you shall own a worldwide right, title, and interest in and to any final designs or copy.
4. Your content is fully owned by you and remains your property. You represent and warrant that you have rights to the content. You shall indemnify and hold harmless Company (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Company as a result of any claim, judgment, or adjudication against Company related to or arising from your content, such as (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by you to Company, or (b) a claim that Company's use of the your content infringes the intellectual property rights of a third party.

THINGS OUR LAWYER WANTS YOU TO KNOW

Please read this carefully because it impacts valuable legal rights!

1. There is a NO REFUNDS, NO CANCELLATION policy.

By signing this Agreement, you acknowledge that no one has represented to you that refunds are available or that you may cancel. Even if you cannot participate for any reason, you will continue to be billed for work provided until paid in full. Amy Lyn D'Alesio considers this policy a material inducement to entering into this Agreement, and would not have done so unless this No Refunds, No Cancellation policy were included. If you initiate a chargeback, Amy Lyn D'Alesio will issue a \$250 fee to you.

Please sign or initial below.

I agree to the terms and conditions of this contract.

First Name _____

Last Name _____

Signature

I understand that refunds are not available.

2. You are a business owner. You enter this Agreement in your capacity as a business owner, not as an individual consumer. This is true even if you do not have a business entity such as a limited liability company. As a business owner, you may have limited rights under the laws of your state, and may be giving up consumer rights.

3. Disclaimer of Warranties.

COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SERVICES, DESIGN AND PRINTING IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, COMPANY PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

4. Damages are limited under this Agreement.

IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE MAXIMUM REMEDY AVAILABLE TO YOU IS ANY AMOUNT PAID BY YOU HEREUNDER. COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

5. Publicity Rights.

Company retains the right to display graphics and other elements of your Design Services Package deliverables as examples of its work in its portfolio or the portfolio of its affiliates (including without limitation, companies owned by Amy Lyn D'Alesio). Where applicable, Client will be given credit.

6. No Guarantee of Revenue or Profits; Risk of Loss.

Business profitability or the lack thereof is greatly dependent upon individual decisions, abilities, and general market forces, and the Company makes no guarantees or warranties that the Deliverables will result in revenue or profits.

The Company is in no way responsible or liable for your use of the Deliverables in building a business. The risk of loss in business can be substantial. By signing this Agreement, you acknowledge that you assume all risks and liabilities related to your business, including the loss of funds paid under this Agreement.

7. Both parties can end this Agreement.

Company or Client may determine, in its sole discretion and without requiring disclosure of the reason, that the relationship under this Agreement must terminate no less than 30 days calendar notice, unless a lesser time is agreed upon by both parties. Said notice shall be delivered by read-receipt e-mail, certified mail-return receipt requested or in

person with proof of delivery. Client will then pay Company for any items or services rendered when Company provides a final invoice. Upon paid final invoice, client will be given any materials or designs paid for up until time of termination. No refunds will be given for any prior invoiced and paid work. If Company ends this Agreement, your obligation to pay, to defend and indemnify Company, and resolve disputes in Florida survive.

8. Termination for Breach.

This contract may be terminated by the Coalition for nonperformance by the Company upon no less than a seven (7) calendar day notice in writing to the Company Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. In the event of such termination, the Coalition shall be liable for payment only for

services rendered prior to the effective date of termination. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.

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

8. Florida law governs this Agreement and it will be enforced by either party in Florida.

This Agreement will be governed by Florida law, without regard to its conflicts of law principles. I understand and agree that I submit to the personal jurisdiction and venue of the Florida courts and agree that any legal proceeding commenced shall take place in a 20-mile radius of Jacksonville, Florida.

9. No Assignment; No oral waivers or modifications.

This Agreement may not be assigned to any other party. Its requirements may not be waived or modified except in writing signed by the Company.

10. Electronic Signatures and Other Documents.

You agree that your electronic signature is valid and binding evidence of your assent to the terms of this Agreement. You agree to sign additional documents which may be necessary to complete the material purpose of this Agreement, including without limitation, waivers and/or limitations of liability, payment authorizations, and/or publicity releases.

11. No relationship.

The parties hereto expressly understand and agree that they are not employers or employees, principals and agents, or partners or co-venturers in the performance of each and every part of this Agreement, and they remain solely responsible for all of their respective employees and agents.

I have read the foregoing Agreement, understand its terms, and agree:

I, the Client, agree to the terms and conditions of this contract.

First Name

Last Name

Signature

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature

AMY LYN D'ALESIO • CREATIVE TYPES
14030 ATLANTIC BLVD. UNIT 3414 • JACKSONVILLE, FL 32225

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.

and

Amy Lyn D Alesio, Sole Proprietor, Creative Types

ATTACHMENT I ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS

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

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

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida Department of Education (DOE), the Florida Department of Financial Services (DFS) and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety

Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the national wild and scenic rivers systems components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human services involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB CFR § 200 Uniform Audit Requirements and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

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

C. CERTIFICATION REGARDING LOBBYING 45 CFR Part 93 Appendix A - Certification for Contracts, Grants, Loans, and Cooperative Agreements AND Statement for Loan Guarantees and Loan Insurance.

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. COALITION may not authorize or make any disbursement of funds or aids appropriations pursuant to a CONTRACT to any person or organization unless the terms of the CONTRACT prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial

branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

Amy Lyn D Alesio,
14030 Atlantic Blvd. Unit 3414

Jacksonville, FL 32225

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

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

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

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

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

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

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

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

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

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

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

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to

children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

I. CERTIFICATION REGARDING IMMIGRATION STATUS

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

J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

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

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

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

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

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

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

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

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

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

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

O. ENERGY EFFICIENCY

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

P. SCRUTINIZED COMPANIES LISTS

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

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

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

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

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

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

S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

T. ACCESS TO RECORDS

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

U. Reporting of Matters Related to Recipient Integrity and Performance

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

V. Procurement of Recovered Materials

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

(i) Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;

(ii) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(iii) Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.

(b) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The ELC shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(c) Paragraph (b) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Coalition: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

Amy Lyn D'Alesio

Printed Name and Title of Authorized Representative

Amy Lyn D'Alesio

Signature

6/1/2022 Date

VI. New/Unfinished Business

M. Approval of the RFQ Committee's
recommendation for External Auditing Services
Contract *

HANDOUT

***Action Item**

VI. New/Unfinished Business

N. Approval of the DCF Designee Board Member
Cassandra Virgo *

***Action Item**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of DCF Designee Board Member Cassandra Virgo
Reason for Recommended Action	<p>Cassandra is the DCF Designee filling the seat vacated by Andrew Warnock. Cassandra is the Family Services Counselor Supervisor, Officer of Licensing, at the Department of Children and Families. Cassandra has over 20 years in early childhood education and child care.</p> <p>Cassandra’s term will be June 2022 to June 2026.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • 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.
How the Action will be accomplished	Board Approval; then OEL will be notified via Plan Amendment/Board Roster submission.



Early Learning Coalition of North Florida, Inc.
2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086
PH: (904) 342-2267
FX: (904) 342-2268
www.elcnorthflorida.org

BOARD MEMBERSHIP APPLICATION

NAME: Cassandra Virgo
(Please Print)

ADDRESS: _____
Street City State Zip

MAILING ADDRESS: _____
City State Zip

PHONE: _____ FAX: _____

CELL PHONE: _____

EMAIL: cassandra.virgo@myflfamilies.com

EMPLOYER: Florida Department of Children and Families

ADDRESS: 5920 Arlington Expressway Jacksonville, FL 32211
Street City State Zip

MAILING ADDRESS: Same as above
City State Zip

PHONE: 904-485-9493 FAX: 904-723-5315

Please indicate where you would prefer Board information to be sent:
Employer Address OR Personal Address

COMMENTS: _____

1. Tell us why you would like to serve on the Coalition.

I believe in the services and support the coalition provide to the families and care providers in our communities. I would like to be apart the efforts by serving on the board and sharing my knowledge and experiences could be beneficial to the overall mission of the Coalition.

2. What concerns do you have relating to early care and education?

I am concerned for families that lack access to quality child care. I also have concerns for the personnel that work in early care and education as they continue to be a part of the lowest paid employees in the work force.

3. What strengths will you bring to the Coalition?

I have over 20 years of experience in early childhood education and child care. I have worked every gained experience in every role from infant care to licensing, in addition to being a parent of children that attended child care facilites. Having had the experience of each of these roles has given me a see the whole picture perspective regarding early education and child care.

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?

No

5. Do you serve on any other boards? If so, please list.

No, I do not serve on any other boards.

FOR PROVIDERS ONLY:

1. Name of the Provider you represent: _____

2. Position: _____

3. Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

4. Does your center have a religious affiliation (faith-based provider)?

_____ YES

_____ NO

5. From what source do the majority of your funds come?

_____ Private

_____ Subsidies

_____ Parent fees

_____ Other

VI. New/Unfinished Business

O. Approval of the 2022-2023 Meeting Schedule*

***Action Item**



2022-23 MEETING SCHEDULE

Unless stated otherwise, all meetings are held at:

**Renaissance World Golf Village Resort and Convention Center
500 South Legacy Trail, St. Augustine, FL 32092**

DATE	TIME	MEETING
July 2022		No Meetings
August 3 rd	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
September 14 th	10:30 a.m.	ANNUAL Board; Meeting/Workshop; Elect Officers
October		No Meetings
November 2 nd	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
December 7 th	2:00 p.m.	Board- CaddyShack Restaurant, World Golf Village
January 2023		No Meetings
February 1 st	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
March 8 th	10:30 a.m.	Board
April		No Meetings
May 3 rd	10:30 a.m.	Exec/Admin Committee; Conference Call: <i>Dial 1-888-296-6500 and enter Guest Code 966582</i>
June 14 th	10:30 a.m.	Board

- **Board Meetings are held quarterly on the 2nd Wednesday of the month with the exception of the December Meeting.**
- **Exec/Admin Committee Conference Call Meetings are also held quarterly on the 1st Wednesday of the month.**
- **AD-HOC Committee Meetings are added as needed.**

PLEASE MAKE NOTE: This is a tentative schedule that is continuously being updated as meetings are being added cancelled or rescheduled, due to unforeseen circumstances.

Updated Meeting Schedules are posted on our website: www.elcnorthflorida.org

VI. New/Unfinished Business

P. Board Self Evaluation Discussion

HANDOUT



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

MEMORANDUM

TO: Board Members

FROM: Marie Hanson, Office Manager

DATE: June 15, 2022

SUBJECT: Board Self-Evaluation (Assessment)

Attached is our Board of Directors Self-Evaluation Form. Please give us your most candid feedback. This assists the staff and the Executive Administrative Committee that we are fulfilling each and every board members expectations and helps us continue in our strive to be a model Coalition and a non-profit that community partners enjoy serving as board members.

Please complete and return to me using the provided self-addressed stamped envelope by **July 15, 2022.**

Please contact me with any questions or concerns.

Thank you.



A United Way Agency Funded by the State of Florida



Florida Early Learning Coalitions Board of Directors Self-Evaluation Form

Early Learning Coalition of: North Florida Compiled: _____

Name: _____
Printed Signature

Position: Officer Mandated Member Provider Representative Private Sector Other

Date: _____

RATING SCORES				
5 Outstanding	4 Exceeds Expectations	3 Meets Expectations	2 Needs Improvement	1 Below Expectations

OVERALL BOARD PERFORMANCE EVALUATION

<i>Individual Board Member Contributions</i>	<i>Appraisal Rating</i>					<i>Comments Required for Ratings 5 or 1</i>
<i>As an ELC Board Member, I...</i>	5	4	3	2	1	
1. Attended at least 80% of all Board meetings during the past year, including special called meetings.						
2. Carefully review all background materials prior to Board and committee meetings.						
3. Have developed a thorough understanding of the ELC by-laws and Board policies.						
4. Offer constructive suggestions, comments, and feedback during all Board discussions.						
5. Respect the right of other Board members to disagree and to have sufficient time to express their thoughts.						
6. Serve as an ambassador for the ELC during community events and contacts (e.g., opening of a child care center, meetings of community agencies), and maintain the highest standards for professional behavior when doing so.						
<i>As an ELC Board Member, I...</i>	5	4	3	2	1	
7. Help to recruit new private sector members as needed.						
TOTAL INDIVIDUAL CONTRIBUTIONS:						

<i>ELC Board Operational Responsibilities</i>	<i>Appraisal Rating</i>					<i>Comments Required for Ratings 5 or 1</i>
Our ELC Board...	5	4	3	2	1	
8. Provides input into the development and revision of ELC policies as needed, and approves those policies.						
9. Assures the long-term progress of the Coalition by carefully monitoring program reports at each Board meeting.						
10. Assures the financial integrity of the organization by exercising responsible stewardship through the careful scrutiny of fiscal reports at each Board meeting.						
11. Uses the talents of Board members and interested citizens through committees, which meet regularly and provide information and recommendations to the Board on key issues.						
12. Is provided sufficient notice of all Board and Committee meetings.						
13. Is provided briefing and other materials prior to the Board meeting, with sufficient time for members to review and be prepared for the meeting.						
14. Has had a quorum at all Board meetings during the past year.						
Our ELC Board...	5	4	3	2	1	
15. Has positive and informational interactions with the ELC CEO and staff.						
16. Has evaluated the CEO during the past year, through a collaborative process that involves Board members and the CEO.						
17. Has evaluated our Board's performance during the past year, and has used the results to strengthen Board operations.						
18. Has developed and uses a Code of Conduct that reflects our collective values, and describes our conduct both during Board/Committee meetings, as well as in the community when members are representing the Board.						
TOTAL BOARD OPERATIONAL RESPONSIBILITIES:						
<i>ELC Board General Responsibilities</i>	<i>Appraisal Rating</i>					<i>Comments Required for Ratings 5 or 1</i>
Our ELC Board...	5	4	3	2	1	
19. Ensures that the ELC adheres to all applicable federal, state, and local laws,						

and is accountable to the public and to the State of Florida for all organizational actions, and assures that business is conducted in the spirit of transparency, as required by Florida's Sunshine Laws.						
20. Ensures that services are procured through an open, fair, and robust competitive process.						
21. Preserves and nurtures a number of external and internal relationships to ensure the accomplishment of the ELC's mission and outcomes.						
22. Demonstrates accountability by establishing standards to measure both organizational and Board performance. It monitors its performance regularly to ensure compliance.						
Our ELC Board...	5	4	3	2	1	
23. Utilizes a strong Board governance model to ensure that decisions are made without real or perceived conflicts of interest on the part of any Board member.						
TOTAL BOARD GENERAL RESPONSIBILITIES:						
OVERALL BOARD PERFORMANCE EVALUATION TOTAL:						

VII. Review of Board Membership

INFORMATIONAL

BOARD MEMBERSHIP SUMMARY
As of March 9, 2022

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		
PUTNAM			
Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act	Marsha Peacock		
County Health Department Director or Designee	Jessica Bishop	June 2021	June 2025
Appointed by Putnam County District Superintendent of Schools	Jessica Stallings	March 2022	March 2026
Total Private Sector	0		
ST. JOHNS			
Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality	Christian Whitehurst	March 2021	March 2025
Head Start Director	*Brian McElhone	July 2021	July 2025
Governor Appointee Private Sector CHAIR	Vacant, <i>Chair</i>		
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	3		
MULTI COUNTIES			
DCF Regional Administrator or Designee	Andrew Warnock	December 2021	December 2025
	Rebecca Chandler	March 2022	March 2026
Regional Workforce Board Executive Director or	*Renee Williams, (Baker, Clay,	September 2014	September 2022

Designee	Nassau, Putnam, St. Johns)		
President of a Florida College System or Designee	* Dr. Myrna Allen, <i>Treasurer</i> (Clay, Putnam, St. Johns)	September 2014	September 2022
Representative of Private For-Profit Child Care Providers	Patricia Tauch (Clay County)	January 2019	January 2023
Representative of Faith Based Child Care Providers	*Theresa Little, (Putnam, St. Johns)	December 7, 2016	March 2025
Private Sector	Leslie A. Barstow (St. Johns)	March 2022	March 2026
Private Sector	Aubrie Simpson Gotham, <i>Secretary</i> (St. Johns)	December 2018	December 2022
Private Sector	*Joy Farris, <i>Vice Chair&Standing Chair</i> (St. Johns)	March 2020	March 2024
Private Sector	Whitney Kersey Graves (St. Johns)	March 2021	March 2025
Private Sector	Mary Ann Holanchock	June 2021	June 2025
Total Private Sector	5		
Combined Total Private Sector (<i>Must comprise MORE THAN 1/3 of total Board Membership</i>):	11		
TOTAL MEMBERSHIP	22		

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 retired effective April 30, 2021. We are working with the Governor's office for approval of a new Board Chair appointee.
- **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 Farris**-Term date is March 16,2020. The Board approved J. Farris' second term on the March 11, 2020 meeting. J. Farris' second term expires March 2024.
- **Theresa Little**- 1st term expired December 2020. The Board will vote on approval for a second term at the March 10, 2021 Board Meeting.
- **Theresa Metheney** – The position was eliminated from the Board March 2022.
- **Andrew Warnock, DCF Regional Admin/Designee** – Was replaced with Cassandra Virgo pending Board approval June 15, 2022.

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= 50%. We currently have 11 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 22 board members.

VIII. Review of Board Absenteeism- INFORMATIONAL

BOARD

MEMBER ABSENTEEISM LOG

By-Laws *Unexcused absences from two (2)*

3.2.8. Mandated

members with three (3) consecutive

X = Attended

MEMBER NAME	3/11/2021	No Meeting Apr-21	No Meeting May-21	6/9/2021	No Meeting July-21	No Meeting August-21	9/8/2021	No Meeting Oct - 21	No Meeting Nov-21	12/1/2021	No Meeting Jan- 22	No Meeting Feb-22	3/9/2022
Allen, M.	X			EXCUSED			X			X			X
Barstow, L.													X
Bishop, J.	Not a member			X			X			X			X
Chandler, R.													EXCUSED
Coleman, R.	X			X			X			X			EXCUSED
Delcomyn, V.	EXCUSED			X			X			EXCUSED			x
Farris, J.	X			X			X			X			X
Gammon, K.	X			X			X			EXCUSED			EXCUSED
Garcia, M.	X			No longer a member			No longer a member			No longer a member			No longer a member
Graham, B.	X			EXCUSED			EXCUSED			EXCUSED			EXCUSED
Holanchock, M.	Not a member			Not a member			EXCUSED			X			X
Hill, M.	X			X			No longer a member			No longer a member			No longer a member
Johns, J.	No longer a member			No longer a member			No longer a member			No longer a member			No longer a member
Jonihakis, M.	X			X			X			X			X
Kersey Graves, W.	X			X			EXCUSED			X			X
Little, T.	X			X			X			EXCUSED			X
Matheny, T	X			X			X			X			X
McElhone, B.	EXCUSED			X			EXCUSED			X			EXCUSED
Montoro, Bianco										EXCUSED			No longer a member
Pearson, N.	X			No longer a member			No longer a member			No longer a member			No longer a member
Peacock, M.	Not a member			Not a member			X			EXCUSED			X
Puckett, C.	EXCUSED			EXCUSED			EXCUSED			No longer a member			No longer a member
Simpkins, K.	X			EXCUSED			No longer a member			No longer a member			No longer a member
Simpson-Gotham, A.	X			X			X			X			X
Siragusa, M.	X			X			X			Excused			EXCUSED
Stallings, J													X
Tauch, P.	X			X			X			X			EXCUSED
Warnock, Andrew										X			EXCUSED
Whitehurst, C.	X			X			X			X			X
Williams, R.	X			X			X			EXCUSED			X

IX. Board Comment

X. Next Meetings

- Wednesday, August 3, 2022 10:30 a.m. –
Exec/Admin Committee Conference Call Meeting
- Wednesday, September 14, 2022, 10:30 a.m.-
Board Meeting at
**Renaissance World Golf Village and Convention
Center**

XI. Adjournment*

***ACTION ITEM**