BOARD MEETING

December 7, 2022 2:00 p.m.
Renaissance World Golf Village and Convention Center
Caddy Shack Restaurant

TENTATIVE AGENDA

Action Item

I. Call to Order/Roll Call

II. Public Comment

III. Review of Delegation of Authority Items*

IV. Approval of September 14, 2022 Annual Board Meeting Minutes*

V. Re-Approval of the December 1, 2021 Minutes*

A. Added recusal language for T. Matheny vote on Management Decision Recommendation for the ECS Audit June 30, 2021.

VI. Staff and Committee Reports

A. CEO Report-Verbal
B. Finance Manager's Report
C. 1st Quarter Program Update
D. Executive Administrative Committee
- Draft of October 12, 2022 Exec/Admin Meeting Minutes - *Informational*
  1. Ratify Approval of October 12, 2022 Exec/Admin Committee Minutes*
  2. Ratify Approval of the Retro Approval of Revisions to the 2022-2023 Budget For Early Learning Coalition of North Florida*
  3. Ratify Approval of the request for sending four Board members to attend the National Summit on Education 2022 Conference.*

E. Executive Administrative Committee, November 2,2022 *Cancelled*

VII. New/Unfinished Business

A. Review of voting recusal: acknowledgement form and stated at each vote
B. Summary of D. Bell Annual Evaluation- **HANDOUT**
C. Approval of Revised 2022-2023 Budget 9.29.2022*
D. Approval of Management Decision Recommendation for ECS Audit 2021/2022
E. Approval of 2022-24 School Readiness Plan Amendment Acknowledgement Submission*
F. Approval of the Episcopal Children's Services 2022/2023 Contract Amendment # 0002-22*

G. Approval, Retro Active (effective 8/01/22), ELC of north Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 8/01/22 – 6/30/23 (SR101)*
H. Approval, Retro Active (effective 9/01/22), ELC of north Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 9/01/22 – 8/31/23*
I. Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual*
J. Approval of ELCNF Clay County Office Lease Extension to January 31, 2024*
K. Approval of ELCNF St. Augustine Office Lease March 1, 2023 through February 29, 2028*
L. Approval of Private Sector Board Member Aubrie Simpson-Gotham*
M. Approval of Private Sector Board Member Michelle D. Jonihakis*
N. Approval of DCF Regional Administrator or Designee: Jennifer Overley*
O. Review of Board Membership- **INFORMATIONAL**

VIII. Board Absenteeism Log – INFORMATIONAL

IX. Board Comment

X. Next Meetings

- Wednesday, February 1, 2023 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, March 8, 2023, 10:30 a.m. – Board Meeting

XI. Adjournment*

ACTION ITEM SUMMARY

DESCRIPTION	**Approval of the Delegation of Authority items**
Reason for Recommended Action	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. **<u>If this is not done the following would occur</u>**: It was recommended by the board to have these items approved at meetings, following the last Accountability Review. Therefore, the ELC is requesting board approval.
How the Action will be accomplished	Board members will review the documents.

Personnel Activity Report

EMPLOYEE NAME:	Dawn E. Bell
TITLE:	Chief Executive Officer

PP End: 9/27/2022

APPROVING AUTHORITY:	ELCNF Board
TITLE:	N/A

Date		# of Hours	*97BBA	*97Q80	97QCS	*VPADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
9/14/2022	W	8.00	4.00	2.00		2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/15/2022	T	7.00	7.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/16/2022	F	7.00	7.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/17/2022	S	3.00	3.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/18/2022	S	4.00	4.00								0.00	
9/19/2022	M	6.00	4.00	2.00							0.00	
9/20/2022	T	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/21/2022	W	4.00	4.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/22/2022	T	7.00	5.00	2.00							0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/23/2022	F	7.00	4.00	2.00		1.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/24/2022	S	3.00	3.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/25/2022	S	3.00	3.00								0.00	
9/26/2022	M	4.00	4.00								0.00	
9/27/2022	T	2.00	2.00					4.00			4.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
Total		70.00	59.00	8.00	0.00	3.00	0.00	6.00	0.00	0.00	6.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
Percent			0.842857	0.11429	0.00000	0.04286		10.00			10.00	
Unallocated		10.00	8.43	1.14	0.00	0.43						
Total		80.00	67.43	9.14	0.00	3.43						
Percent			0.84286	0.11429	0.00000	0.04286						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

D Bell
Employee Signature

9/27/22
Date

Mackenson
Approving Authority Signature

9/27/2022
Date

For Official Use Only:
[1] AW Check and Initial Once Reviewed & Entered Into Pay
[2] TW Check and Initial Once Entered Into PAR Roll-Up

ANNUAL LEAVE	
9/14/2022 AL Balance	117.40
This PP Accrual	8.00
This PP Usage	-10.00
9/27/2022 AL Balance	115.40

TOTAL SICK LEAVE	
9/14/2022 SL Balance	89.50
This PP Accrual	4.00
This PP Usage	0.00
9/27/2022 SL Balance	93.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	80.00
This PP Usage	0.00
9/27/2022 PSL Balance	80.00

LEAVE REQUEST FORM

Name: Dawn E Bell **Date of Request:** 8/2//2022

Date(s) / Time of Leave:

Leave Type (See Legend):

09/26 4 annual leave
09/27 6 annual leave

10 hours ANNUAL LEAVE

Approved: [illegible] **Date:** 9/2/22

Not Approved: _____ **Date:** _____

Comments: _____

AL: Annual Leave
SL: Sick Leave
PSL: Personal Sick Leave

Personnel Activity Report

EMPLOYEE NAME:	Dawn E. Bell
TITLE:	Chief Executive Officer

PP End: 9/13/2022

APPROVING AUTHORITY:	ELCNF Board
TITLE:	N/A

Date		# of Hours	*97BBA	*97Q00	97QCS	*VPADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
8/31/2022	W	6.00	4.00			2.00		2.00			2.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/1/2022	T	8.00	4.00	2.00		2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/2/2022	F	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/3/2022	S	0.00									0.00	
9/4/2022	S	3.00	3.00								0.00	
9/5/2022	M	0.00					8.00				8.00	Holiday
9/6/2022	T	5.00	5.00						3.00		3.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/7/2022	W	9.00	5.00	2.00		2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/8/2022	T	7.00	7.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/9/2022	F	6.00	4.00			2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/10/2022	S	0.00									0.00	
9/11/2022	S	4.00	4.00								0.00	
9/12/2022	M	6.00	3.00	2.00		1.00		2.00			2.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/13/2022	T	6.00	4.00	2.00							0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
Total		65.00	46.00	8.00	0.00	9.00	8.00	4.00	3.00	0.00	15.00	
Percent			0.73846	0.12308	0.00000	0.13846						
Unallocated		15.00	11.08	1.85	0.00	2.08						
Total		80.00	59.08	9.85	0.00	11.08						
Percent			0.73846	0.12308	0.00000	0.13846						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

D Bell
Employee Signature

9/13/22
Date

Approving Authority Signature

9/13/2022
Date

For Official Use Only:
[ ] _____ Check and Initial Once Reviewed & Entered Into Pay
[ ] _____ Check and Initial Once Entered Into PAR Roll-Up

ANNUAL LEAVE	
8/31/2022 AL Balance	113.40
This PP Accrual	8.00
This PP Usage	-4.00
9/13/2022 AL Balance	117.40

TOTAL SICK LEAVE	
8/31/2022 SL Balance	88.50
This PP Accrual	4.00
This PP Usage	-3.00
9/13/2022 SL Balance	89.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	80.00
This PP Usage	0.00
9/13/2022 PSL Balance	80.00

LEAVE REQUEST FORM

Name: Dawn E Bell **Date of Request:** 8/2//2022

Date(s) / Time of Leave:

Leave Type (See Legend):

08/31 2 annual leave
09/06 3 annual leave
09/12 2 annual leave

4 hours ANNUAL LEAVE / 3 hours sick leave

Approved: Meahum **Date:** 9/13/2022

Not Approved: _____ **Date:** _____

Comments: _____

AL: Annual Leave
SL: Sick Leave
PSL: Personal Sick Leave

Personnel Activity Report

EMPLOYEE NAME:	Dawn E. Bell
TITLE:	Chief Executive Officer

PP End: 10/11/2022

APPROVING AUTHORITY: E
TITLE: N

Date		# of Hours	*97BBA	*97Q80	97QCS	*VPADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
9/28/2022	W	4.00	4.00							4.00	4.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/29/2022	T	2.00	2.00							6.00	6.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
9/30/2022	F	3.00	3.00							5.00	5.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/1/2022	S	0.00									0.00	electronic correspondence
10/2/2022	S	0.00									0.00	electronic correspondence
10/3/2022	M	2.00	2.00							6.00	6.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/4/2022	T	3.00	3.00							5.00	5.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/5/2022	W	6.00	3.00	2.00		1.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/6/2022	T	3.00	3.00							5.00	5.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/7/2022	F	4.00	4.00							4.00	4.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/8/2022	S	2.00	2.00								0.00	electronic correspondence
10/9/2022	S	2.00	2.00								0.00	electronic correspondence
10/10/2022	M	6.00	4.00	2.00							0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/11/2022	T	4.00	4.00							4.00	4.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
Total		41.00	36.00	4.00	0.00	1.00	0.00	0.00	0.00	39.00	39.00	
Percent			0.878049	0.09756	0.00000	0.02439						
Unallocated		39.00	34.24	3.80	0.00	0.95						
Total		80.00	70.24	7.80	0.00	1.95						
Percent			0.87805	0.09756	0.00000	0.02439						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

Dawn E Bell
Employee Signature

10/11/22
Date

Approving Authority Signature

For Official Use Only:
[ ] _____ Check and Initial Once Reviewed & E
[ ] _____ Check and Initial Once Entered Into P

ANNUAL LEAVE	
9/28/2022 AL Balance	115.40
This PP Accrual	8.00
This PP Usage	0.00
10/11/2022 AL Balance	123.40

TOTAL SICK LEAVE	
9/28/2022 SL Balance	93.50
This PP Accrual	4.00
This PP Usage	-39.00
10/11/2022 SL Balance	58.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	80.00
This PP Usage	-39.00
10/11/2022 PSL Balance	41.00

LEAVE REQUEST FORM

Name: Dawn E Bell **Date of Request:** 9//2//2022

Date(s) / Time of Leave:

Leave Type (See Legend):

09/28 4 annual leave
09/29 6 annual leave
09/30 5 annual leave
09/03 6 sick leave
09/04 5 sick leave
09/06 5 sick leave
09/07 4 sick leave
09/11 4 sick leave

39 hours PERSONAL SICK LEAVE

Approved: [illegible] **Date:** 10/11/2022

Not Approved: _____ **Date:** _____

Comments: _____

AL: Annual Leave
SL: Sick Leave
PSL: Personal Sick Leave

Personnel Activity Report

EMPLOYEE NAME:	Dawn E. Bell
TITLE:	Chief Executive Officer

PP End: 10/25/2022

APPROVING AUTHORITY:	ELCNF Board
TITLE:	N/A

Date		# of Hours	*97BBA	*97Q00	97QCS	*VPADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
10/12/2022	W	9.00	5.00	2.00		2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/13/2022	T	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/14/2022	F	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/15/2022	S	6.00	6.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/16/2022	S	6.00	6.00								0.00	electronic correspondence
10/17/2022	M	4.00	4.00								0.00	electronic correspondence
10/18/2022	T	4.00	4.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/19/2022	W	9.00	5.00	2.00		2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/20/2022	T	6.00	6.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/21/2022	F	8.00	5.00	2.00		1.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/22/2022	S	2.00	2.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/23/2022	S	3.00	3.00								0.00	electronic correspondence
10/24/2022	M	6.00	4.00	2.00							0.00	electronic correspondence
10/25/2022	T	7.00	3.00	2.00		2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
Total		80.00	63.00	10.00	0.00	7.00	0.00	0.00	0.00	0.00	0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
Percent			0.7875	0.12500	0.00000	0.08750						
Unallocated		0.00	0.00	0.00	0.00	0.00						
Total		80.00	63.00	10.00	0.00	7.00						
Percent			0.78750	0.12500	0.00000	0.08750						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

D Bell
Employee Signature

10/25/22
Date

Approving Authority Signature

10/25/2022
Date

For Official Use Only:
Check and Initial Once Reviewed & Entered Into Pay
Check and Initial Once Entered Into PAR Roll-Up

ANNUAL LEAVE	
10/12/2022 AL Balance	123.40
This PP Accrual	8.00
This PP Usage	0.00
10/25/2022 AL Balance	131.40

TOTAL SICK LEAVE	
10/12/2022 SL Balance	58.50
This PP Accrual	4.00
This PP Usage	0.00
10/25/2022 SL Balance	62.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	41.00
This PP Usage	0.00
10/25/2022 PSL Balance	41.00

Personnel Activity Report

EMPLOYEE NAME:	Dawn E. Bell
TITLE:	Chief Executive Officer

PP End: 11/8/2022

APPROVING AUTHORITY:	ELCNF Board
TITLE:	N/A

Date		# of Hours	*97BBA	*97Q99	97QCS	*VPADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
10/26/2022	W	8.00	5.00	2.00		1.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/27/2022	T	6.00	4.00			2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/28/2022	F	4.00	4.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
10/29/2022	S	4.00	4.00								0.00	electronic correspondence
10/30/2022	S	3.00	3.00								0.00	electronic correspondence
10/31/2022	M	6.00	6.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/1/2022	T	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/2/2022	W	10.00	5.00	3.00		2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/3/2022	T	8.00	5.00	2.00		1.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/4/2022	F	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/5/2022	S	4.00	4.00								0.00	electronic correspondence
11/6/2022	S	4.00	4.00								0.00	electronic correspondence
11/7/2022	M	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/8/2022	T	8.00	4.00	4.00							0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
Total		80.00	63.00	11.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	
Percent			0.7875	0.13750	0.00000	0.07500						
Unallocated		0.00	0.00	0.00	0.00	0.00						
Total		80.00	63.00	11.00	0.00	6.00						
Percent			0.78750	0.13750	0.00000	0.07500						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

Dawn E Bell
Employee Signature

11/8/22
Date

Approving Authority Signature

11/8/2022
Date

For Official Use Only:
M Check and Initial Once Reviewed & Entered into Paya
Check and Initial Once Entered Into PAR Roll-Up

ANNUAL LEAVE	
10/26/2022 AL Balance	131.40
This PP Accrual	8.00
This PP Usage	0.00
11/8/2022 AL Balance	139.40

TOTAL SICK LEAVE	
10/26/2022 SL Balance	62.50
This PP Accrual	4.00
This PP Usage	0.00
11/8/2022 SL Balance	66.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	41.00
This PP Usage	0.00
11/8/2022 PSL Balance	41.00

Personnel Activity Report

EMPLOYEE NAME:	Dawn E. Bell
TITLE:	Chief Executive Officer

PP End: 11/22/2022

APPROVING AUTHORITY:	ELCNF Board
TITLE:	N/A

Date		# of Hours	*97BBA	*97Q00	97QCS	*VPADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
11/9/2022	W	6.00	4.00			2.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/10/2022	T	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/11/2022	F	0.00					8.00				8.00	Veterans Day
11/12/2022	S	4.00	4.00								0.00	electronic correspondence
11/13/2022	S	4.00	4.00								0.00	electronic correspondence
11/14/2022	M	5.00	5.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/15/2022	T	7.00	5.00	2.00							0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/16/2022	W	7.00	4.00	2.00		1.00					0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/17/2022	T	6.00	6.00								0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/18/2022	F	6.00	4.00	2.00							0.00	Reviewing/responding internal documents, electronic correspondence and book bag prep
11/19/2022	S	5.00	5.00								0.00	electronic correspondence and Holly Jolly community event
11/20/2022	S	4.00	4.00								0.00	electronic correspondence
11/21/2022	M	7.00	4.00			3.00					0.00	Reviewing/responding internal documents, electronic correspondence and VPK book bag prep
11/22/2022	T	3.00				3.00			3.00		3.00	Reviewing/responding internal documents, electronic correspondence and VPK book bag prep
Total		69.00	54.00	6.00	0.00	9.00	8.00	0.00	3.00	0.00	11.00	
Percent			0.782609	0.08696	0.00000	0.13043						
Unallocated		11.00	8.61	0.96	0.00	1.43						
Total		80.00	62.61	6.96	0.00	10.43						
Percent			0.78261	0.08696	0.00000	0.13043						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

D Bell
Employee Signature

11/22/2022
Date

Approving Authority Signature

11/22/2022
Date

For Official Use Only:
[✓] Check and Initial Once Reviewed & Entered Into Pay
[✓] Check and Initial Once Entered Into PAR Roll-Up

ANNUAL LEAVE	
11/9/2022 AL Balance	139.40
This PP Accrual	8.00
This PP Usage	0.00
11/22/2022 AL Balance	147.40

TOTAL SICK LEAVE	
11/9/2022 SL Balance	66.50
This PP Accrual	4.00
This PP Usage	-3.00
11/22/2022 SL Balance	67.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	41.00
This PP Usage	0.00
11/22/2022 PSL Balance	41.00

LEAVE REQUEST FORM

Name: Dawn E Bell **Date of Request:** 11//2//2022

Date(s) / Time of Leave:

Leave Type (See Legend):

11/22 3 PSL

3 hours PERSONAL SICK LEAVE

Approved: Rec Hanson **Date:** 11/22/2022

Not Approved: _____ **Date:** _____

Comments: _____

_____

_____

_____

AL: Annual Leave
SL: Sick Leave
PSL: Personal Sick Leave

Early Learning Coalition of North Florida, Inc.

ANNUAL BOARD MEETING
The Renaissance World Golf Village and Convention Center
September 14, 2022
10:30 a.m.

ATTENDANCE

Members Present:
Myrna Allen,
Leslie Barstow
Ronald Coleman
Vina Delcomyn - *Treasurer*
Kyle Gammon
Whitney Kersey Graves
Mary Ann Holanchock
Theresa Little
Brian McElhone
Marsha Peacock
Aubrie Simpson-Gotham, *Vice Chair*
Michael Siragusa
Jessica Stallings
Patricia Tauch
Renee Williams, *Secretary*

Members Absent:
Rebecca Chandler
Joy Farris *Interim Chair*
Brian Graham
Michelle Jonihakis
Cassandra Virgo
Christian Whitehurst

Staff Present:
Dawn E. Bell, Chief Executive Officer
Marie Hanson, Office Manager
Tajaro Dixon, Grants and Operations Manager

Others Present:
Eleanor Hoffman, Board Member Nominee
Teresa Matheney, ECS representative

DRAFT

CALL TO ORDER/ROLL CALL
Aubrie Simpson-Gotham, Vice Chair called the meeting to order at 10:38 a.m. Roll was taken; quorum was met, with 16 of the 22 board members in attendance.

PUBLIC COMMENT- None

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 passed around with no discussion or questions on the items reviewed.

APPROVAL OF THE DELEGATION OF AUTHORITY ITEMS*

1. V. Delcomyn motioned to approve the Delegation of Authority Items as presented. M. Hollanchock seconded the motion. No discussion. Motion passed unanimously.

APPROVAL OF JUNE 28, 2022 BOARD MEETING MINUTES*

2. V. Delcomyn motioned to approve the June 28, 2022 Board Meeting Minutes, as presented. R. Williams seconded the motion. No discussion. Motion passed unanimously.

STAFF AND COMMITTEE REPORTS

CEO REPORT

REVIEW OF THE 2020-21 BOARD SELF EVAULATION REULTS

D. Bell reviewed the results of the 2021-22 Board Self Evaluation. This evaluation allows both board and staff members to assess how we are all doing and identifies any gaps that we can provide support through materials or training. Staff really looks for those 1 or 2 ratings to see if there may be a gap, whether it is individually or more globally as a board. Fourteen Board Members participated in the self-evaluation where overall results was rated a 4.11 or "exceeds expectations".

CEO UPDATES

D. Bell updated the Board on the changes with personnel in the ELC office, specifically Joan Whitson and Susan Murphy. They have both transitioned to Progam Support Specialists under the ECS umbrella.

D. Bell reviewed the recent Ad Hoc Committee discussion. The group discussed the teacher crisis with an emphasis on out-of-state background checks as hindering the hiring process.

FINANCE MANAGER'S REPORT-VERBAL

D. Bell gave the Finance report for S. Pettijohn :

Desk Reviews and Audits

We submitted our responses to the PCAP for the DEL Monitoring that occurred in Mar22. We have not received a response to our submission from DEL. All Desk Reviews are closed. We are looking forward to our internal audit that will occur in October 22 and the next DEL monitoring that is scheduled for the week of Nov 1, 2022.

Q4 Financial Statements (see attachment)

Attached are the Q4 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.

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Targets and Restrictions

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

Budget (see attachment)

Early Learning Coalition of North Florida

DRAFT

Balance Sheet

As of June 30, 2022

ASSETS		
Cash, Operating	$	2,432,399
Cash, Money Market		61,794
Petty Cash		200
Deposits		850
Prepaid Expense		15,814
Equipment		6,498
Less: Accumulated Depreciation		(6,498)
TOTAL ASSETS	$	2,511,057
LIABILITIES		
Episcopal Children's Services Payable	$	1,939,483
OEL Advance Payable		705,602
Accounts Payable		1,069
Interest due to OEL		1,012
Accrued Salaries		12,663
Accrued Vacation		24,129
Accrued Employee Benefits		650
TOTAL LIABILITIES	$	2,684,608
Net Assets at 6/30/2021		(182,964)
Net change at 06/30/2022		9,413
Total Liabilities and Net Assets	$	2,511,057

Early Learning Coalition of North Florida

FY 2021-2022

As of Jun 30, 2022

	2021-2022	Q4 2021-22	Favorable
Notice of Awards	**Annual Budget**	**YTD Actual**	**(Unfavorable)**
School Readiness (SR)	$ 22,131,549	$ 19,151,749	$ (2,979,800)
PDG Services	179,161	104,171	(74,990)

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CRRSA	10,825,067	8,708,505	(2,116,562)
ESSER	116,033	0	(116,033)
ARP	32,122,431	4,386,762	(27,735,669)
Voluntary PreKindergarten (VPK)	14,695,013	13,940,518	(754,495)
Total Notice of Award	$ 80,069,254	$ 46,291,705	$ (33,777,549)
Subrecipient Expense			
School Readiness (SR)	$ 21,033,056	$ 18,210,076	$ 2,822,980.00
PDG Services	179,161	104,171.00	74,990
CRRSA	10,825,067	8,708,505.00	2,116,562
ESSER	116,033	0	116,033
ARP	32,122,431	4,386,762.00	27,735,669
Voluntary PreKindergarten (VPK)	14,638,494	13,927,817.00	710,677
Total Subrecipient Expense	$ 78,914,242	$ 45,337,331	$ 33,576,911
Grant Funds Available to ELC of North FL	**$ 1,155,012**	**$ 954,374**	**$ (200,638)**
Other Donations and Revenue			
Interest Income	$ 530	557	$ 27
Clay Electric Foundation	15,000	15,000	$ -
Kiwanis	750	0	$ (750)
Reinhold	1,000	0	$ (1,000)
Quality Teacher's Conference	5,000	5,815	$ 815
Miscellaneous Donations	2,000	9,055	$ 7,055
Total Revenues	**$ 1,179,292**	**$ 984,801**	**$ (194,491)**
ELC of North Florida Estimated Expense			
Salaries	$ 595,000	$ 514,350	$ 80,650
PR Taxes	63,000	39,121	23,879
Health Insurance & HSA Contributions	129,000	127,193	1,807
Pension	30,000	20,072	9,928
Life, Disability, and WC	15,000	8,208	6,792
Staff Development	9,500	12,668	(3,168)
Contract Services	3,000	11,260	(8,260)
Auditing	15,000	15,500	(500)
Legal	500	0	500
Printing & Reproduction	3,000	0	3,000
Repairs & Maintenance	1,000	0	1,000
Office Sites - Occupancy	60,000	47,115	12,885
Postage, Freight & Delivery	3,750	1,970	1,780
Rentals - Office Equipment	5,200	3,787	1,413
Office Supplies	10,000	8,762	1,238
Communications	18,000	18,605	(605)
D & O Insurance	2,900	2,768	132
General Liability	4,800	8,860	(4,060)
Equipment <$1,000	4,500	0	4,500
Equipment >$1,000	3,500	0	3,500

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Travel - In State	6,000	6,580	(580)
Travel - Out of State	7,500	0	7,500
Travel - Local	7,500	2,230	5,270
Bank Fees	600	35	565
Software/Licenses/Support	17,000	8,048	8,952
Web Service	32,000	33,293	(1,293)
Other employee expenditures	3,000	344	2,656
ADP Fees	8,000	6,227	1,773
Dues & Subscriptions	14,000	11,494	2,506
Taxes, Licenses and Fees	500	77	423
Misc. - Other Current Charges	6,800	10,364	(3,564)
Quality Program	98,000	56,457	41,543
Total ELC North Florida Estimated Expense	**1,177,550**	**975,388**	**202,162**
Surplus or (Loss)	**$ 1,742**	**$ 9,413**	**$ 7,671**

4TH QUARTER PROGRAM UPDATE

T. Dixon reported on the following:

Coalition Activities:

- Following the board's June approval of the RFQ (Request for Qualifications) for External Auditing Services committee's recommendation, the Letter of Agreement was reviewed by our legal advisor and completed with Moss, Krusick and Associates.
- 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 submitted its corrective action plan June 21, 2022 and are currently awaiting approval and the close-out letter.
- Coalition and ECS staff held an "Open Discussions Lunch" meeting April 21, 2022, which continues to be a valuable process.
- The Coalition's COOP (Continuation of Operations Plan) for 2022/2023 was submitted to DEL by May 1, 2022.
- The Coalition's 2022/2023 Subcontractor Monitoring Plan was completed and submitted to ECS and DEL.
- The DEL Grant Agreement as well as the Episcopal Children Services (ECS) contract were completed and approved in time for July 1, 2022 funding and services.
- The 2022/2023 Coalition's Anti-Fraud Plan was submitted to DEL's Office of Inspector General June 16, 2022 (and was approved July 26, 2022).

Episcopal Children's Services (ECS) Contract Monitoring:

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The 2021/2022 Third Quarter Monitoring was performed May 16 – 27, 2022. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional area of review was the Data Security Systems Updates. From this review, there were four compliance issues and one observation that required staff refresher training sessions. The staff trainings were held in time for ECS's response to the final report.

The 2021/2022 Fourth Quarter Monitoring is scheduled for August 15-26, 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, SR Plan Compliance II. H. (Child) Pre/post Assessments, ARPA Provider Application Monitoring, Non-direct Costs Review (3rd and 4th quarters combined), and Fiscal Year-end Overview.

ALL full reports are available upon request.

EXECUTIVE ADMINISTRATIVE COMMITTEE *NO AUGUST MEETING*

NEW/UNFINISHED BUSINESS

APPROVAL OF EPISCOPAL CHILDREN'S SERVICES 2022/2023 CONTRACT AMENDMENT #0001-22*

Revisions:

A. Items **#5, 13, and 24** were to update the School Readiness budgeted amounts, as well as the Additional School Readiness-Related Programs budgeted amounts per the July 1, 2022 Notice of Award.
B. Items **#16, 21, 22, and 25** were to update the Voluntary Prekindergarten budgeted amounts as well as the Additional Voluntary Prekindergarten-Related Programs budgeted amounts per the July 1, 2022 and August 8, 2022 Notices of Award.
C. Items **#17 and 20** were to remove language regarding the VPK Outreach, Awareness, and Monitoring Initiative (OAMI) Grant, as it is no longer awarded.
D. Items #**6, 10, 11, 12, and 19** were to make updates to reports deliverables.
E. Items **#1-5, 7-10, 12, 14-15, 18, and 26** were updates from the Division of Early Learning (DEL) 2022/2023 Grant Agreement.
F. Item **#23** was to update the Provider Reimbursement Rate Schedules effective July 1, 2022.

1. V. Delcomyn motioned the approval of Episcopal Children's Services 2022/2023 Contract Amendment #0001-22. L. Barstow seconded the motion. No further discussion. Motion passed unanimously.

DRAFT

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

Revisions:

IT303 - Access and Security, added all required language of DEL/DOE from 08/05/22 email (from review of SR Plan amendments #32 and #33 for previous IT policy revisions- 03/09/22 and 06/15/22).

2. W. Kersey-Graves motioned approval of It Policy Revisions to the Coalition's Information Technology System Security Policies and Procedures Manual. M. Allen seconded the motion. No further discussion. Motion Passed unanimously.

APPROVAL OF THE 2019-2021 SCHOOL READINESS PLAN AMENDMENT #34*

Revisions/Updates Required:

- Attachment I D Bylaws ELCNF revised 091422
  (Revisions needed upon DEL review)

- (SR Plan Core document) and Attachment III. A. Child Care Resource & Referral (CCRR) and School-aged Care revised 091422
  (Revisions needed upon ELC review)

- (SR Plan Core document) and Attachment III. E. Quality Performance Report revised 091422
  (Revisions needed upon ELC review)

3. V. Delcomyn motioned the approval of the 2019-2021 School Readiness Plan Amendment #34. M. Hollanchock seconded the motion. No further discussion. Motion passed unanimously.

APPROVAL OF ELCNF 2021-2022 ANNUAL REPORT* HANDOUT

The Board was provided a copy of the ELCNF 2021-2022 Annual Report that is a handout and on our official website.

4. M. Allen motioned the approval of the ELCNF 2021-2022 Annual Report. M. Hollanchock seconded the motion. No further discussion. Motion passed unanimously.

APPROVAL OF THE DESIGNEE FOR THE MANDATED POSITION FOR PUTNAM COUINTY HEALTH DEPARTMENT ELEANOR HOFFMAN*

DRAFT

Eleanor Hoffman, RRT, CLC, is the Healthiest Weight Coordinator and Lifestyle Coach for Putnam County. Eleanor brings with her a wealth of experience and knowledge along with a passion to be an advocate for the children in our community. Eleanor believes in promoting after school programs, increasing access to books and making sure the children in our community have the skills and tools to be successful.

Eleanor's ELCNF term would extend from September 2022– September 2026.

7. W.Kersey-Graves motioned the approval of the Designee for the mandated Board Member for Putnam County Health Department Eleanor Hoffman to the Board of Directors. J. Stallings seconded the motion. No further discussion. Motion passed unanimously.

APPROVAL OF THE DESIGNEE FOR THE MANDATED POSITION FOR THE PRESIDENT OF A FLORIDA COLLEGE SYSTEM DR. MYRNA ALLEN*

Dr. Myrna Allen is St. Johns River State College's Dean of Teacher Education and has been designated to serve on the board on behalf of Mr. Joe H. Pickens, President of St. Johns River State College.

8. R. Coleman motioned the approve the Designee for the mandated position for the President of a Florida College system. E. Hoffman seconded the motion. No further discussion. Motion passed unanimously.

APPROVAL OF THE PRIVATE SECTOR BOARD MEMBER MICHAEL SIRAGUSA*

Mike Siragusa is an Attorney and Senior Partner at the law firm of Upchurch, Bailey and Upchurch, PA. He is well known to ELCNF, having served three terms as a Private Sector Board Member from June 2009 to June 2022. He has agreed to serve again.

Mike Siragusa's term will be September 2022 to September 2026.

9. M. Hollanchock motioned to approve the private sector Board member Michael Siragusa. V. Delcomyn seconded the motion. No further discussion. Motion passed unanimously.

APPROVAL OF THE REGIONAL WORKFORCE BOARD DESIGNEE RENEE WILLIAMS*

Ms. Renee Williams is District Director for both Clay and Putnam counties at Workforce and has been designated to serve on the board on behalf of Mr. Bruce Ferguson, Jr., President of CareerSource Northeast Florida.

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10. M. Allen motioned to approve the Regional Workforce Board Designee Renee Williams. T. Little seconded the motion. No further discussion. Motion passed unanimously.

BOARD MEMBERSHIP REVIEW

D. Bell reviewed upcoming board term dates and overall membership statuses. No discussion or further comments.

ELECTION OF OFFICERS*

By unanimous vote, the following board members were nominated and re-elected to serve as the Coalition Officers for the 2022-23 fiscal year:

- Interim Chair: Joy Stanton
- Vice Chair: Aubrie Simpson-Gotham
- Treasurer: Vina Delcomyn
- Secretary: Renee Williams

9. W. Kersey-Graves motioned to approve the Election of Officers. E. Hoffman seconded the motion. No Discussion. Motion passed unanimously.

STANDING COMMITTEE DISCUSSION AND SIGN-UP.

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

Based on the responses from Board Members, the following were re-elected to the Executive Administration Committee: J. Farris, A. Simpson-Gotham, V. Delcomyn, R. Williams, Little and Michael Siragusa.

CODE OF ETHICS-HANDOUT

The Coalition policy OP202 Code of Ethics was provided in the Board Packet. Board Members and staff did not have any questions regarding the policy. All board members and staff in attendance signed the acknowledgement of compliance and turned them in. Any board member and/or staff who were not in attendance of today's meeting will have their Code of Ethics policy sent to them for review and signature.

CONFLICT OF INTEREST QUESTIONNAIRE-HANDOUT

DRAFT

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

BOARD ABSENTEEISM LOG- INFORMATIONAL

No Comments.

BOARD COMMENTS

L. Barstow inquired about the income voucher guidelines. D. Bell and T. Matheney lead a brief discussion explaining the process and how our ELC works with the State Association of ELC's.

NEXT MEETINGS
The next scheduled meetings are as follows:

- Wednesday, November 2, 2022 , 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, December 7, 2022, 2:00 p.m. –Board Meeting World Golf Village Caddy Shack Restaurant.

ADJOURNMENT*

10. L. Barstow motioned for adjournment at 11:38 a.m. R. Williams seconded the motion. No discussion. Motion passed unanimously.

Minutes Submitted By: Marie Hanson, Office Manager

DRAFT

Early Learning Coalition of North Florida, Inc.

BOARD MEETING
The World Golf Village and Convention Center
Caddy Shack Restaurant
December 1, 2021
2:00 p.m.

ATTENDANCE

Members Present:
Dr. Myrna Allen
Jessica Bishop
Ronald Coleman
Whitney Kersey-Graves
Mary Ann Holanchock
Michelle Jonihakis
Teresa Matheny
Brian McElhone
Aubrie Simpson-Gotham, *Vice Chair*
Joy Stanton, *Interim Chair*
Patricia Tauch
Christian Whitehurst

Members Absent:
Vina Delcomyn, *excused*
Kyle Gammon, *excused*
Brian Graham, *excused*
Theresa Little, excused
Bianco Montoro, *excused*
Marsha Peacock, *excused*
Michael Siragusa, *excused*
Renee Williams, *excused*

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

Others Present:
Andrew Warnock, Board member nominee

DRAFT FOR REAPPROVAL 1/27/2022

CALL TO ORDER/ROLL CALL
J. Stanton called the meeting to order at 2:03pm. Roll Call was taken by M. Hanson; quorum was met with 12 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.

APPROVAL OF SEPTEMBER 8, 2021 ANNUAL BOARD MEETING MINUTES*

1. C. Whitehurst motioned to approve the September 8, 2021 Board Meeting Minutes. A. Simpson-Gotham seconded the motion. No discussion-motion passed unanimously.

STAFF AND COMMITTEE REPORTS

A. CEO Report-Verbal

D. Bell updated the Board on the changes in the leadership of the Division of Early Learning. There were no additional updates discussed

B. FINANCE MANAGER'S REPORT

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

Desk Reviews and Audits

We have completed all Desk Reviews and Audits at this time. Responses were provided to OEL on a timely basis. No further changes to our policies and procedures were required.

Q1 Financial Statements (see attachment)

Attached are the Q1 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 5.1% at end of September which is greater than our target of 4%. This is due to timing of revenue awarded for VPK. The expectation is for the percentage of VPK administration will be in line with the restriction at end of Q2, since revenue will increase for Q2. All other targets and restrictions remain in alignment with Grant requirements.

FY 2021-2022

As of September 30, 2021

Notice of Awards	2021-2022 Annual Budget	Jul-Sep 2021 Estimated Budget	Q1 2021-22 YTD Actual	Over (Under)
School Readiness (SR)	$ 21,913,132	$ 5,478,283.00	4,650,906	$ (827,377)
PDG Services	179,161	89,581	0	(89,581)
CRRSA	10,805,567	2,701,392	0	(2,701,392)
Voluntary PreKindergarten (VPK)	14,695,013	3,673,753	3,526,392	(147,361)
Total Notice of Award	$ 47,592,873	$ 11,943,009	$ 8,177,298	$ (3,765,711)
Subrecipient Expense				
School Readiness (SR)	$ 20,803,379	$ 5,200,844.75	4,401,215	$ (799,629.75)
PDG Services	179,161	89,581	0	(89,581)
CRRSA	10,805,567	2,701,392	0	(2,701,392)
Voluntary PreKindergarten (VPK)	14,638,494	3,659,624	3,522,226	(137,398)
Total Subrecipient Expense	$ 46,426,601	$ 11,651,441	$ 7,923,441	$ (3,728,000)

DRAFT FOR REAPPROVAL 12/7/2022

Grant Funds Available to ELC of North FL	**$ 1,166,272**	**$ 291,568**	**$ 253,857**	**$ (37,711)**
Other Donations and Revenue				
Interest Income	$ 530	$ 133	155	$ 22
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	500	3,766	3,266
Total Revenues	**$ 1,190,552**	**$ 292,201**	**$ 257,778**	**$ (34,423)**
ELC of North Florida Estimated Expense				
Salaries	$ 595,000	$ 148,750	$ 125,426	$ 23,324
PR Taxes	63,000	15,750	9,401	6,349
Health Insurance & HSA Contributions	129,000	32,250	37,281	(5,031)
Pension	30,000	7,500	4,632	2,868
Life, Disability, and WC	15,000	3,750	2,138	1,612
Staff Development	9,500	2,375	6,171	(3,796)
Contract Services	14,260	3,565	11,260	(7,695)
Auditing	15,000	0	0	0
Legal	500	125	0	125
Printing & Reproduction	3,000	750	0	750
Repairs & Maintenance	1,000	250	0	250
Office Sites - Occupancy	60,000	15,000	11,170	3,830
Postage, Freight & Delivery	3,750	938	490	448
Rentals - Office Equipment	5,200	1,300	812	488
Office Supplies	10,000	2,500	1,869	631
Communications	18,000	4,500	4,840	(340)
D & O Insurance	2,900	0	0	0
General Liability	4,800	0	0	0
Equipment <$1,000	4,500	1,125	0	1,125
Equipment >$1,000	3,500	875	0	875
Travel - In State	6,000	1,500	1,183	317
Travel - Out of State	7,500	1,875	0	1,875
Travel - Local	7,500	1,875	245	1,630
Bank Fees	600	150	0	150
Software/Licenses/Support	17,000	4,250	2,534	1,716
Web Service	32,000	8,000	5,853	2,147
Other employee expenditures	3,000	750	50	700
ADP Fees	8,000	2,000	1,605	395
Dues & Subscriptions	14,000	3,500	9,070	(5,570)
Taxes, Licenses and Fees	500	125	0	125
Misc. - Other Current Charges	6,800	1,700	691	1,009
Quality Program	98,000	24,500	19,211	5,289
Total ELC North Florida Estimated Expense	**1,188,810**	**291,528**	**255,932**	**35,596**

DRAFT FOR REAPPROVAL 12/7/2022

Surplus or (Loss)	**$ 1,742**	**$ 674**	**$ 1,846**	**$ 1,173**

C. 1ST QUARTER PROGRAM UPDATE

T. Dixon presented the following report:

Coalition Activities:

- The Coalition and the Division of Early Learning (DEL) agreed on a Preventative Corrective Action Plan (PCAP) July 28, 2021 for the annual OEL Fiscal Monitoring that occurred early December 2020. The final report only had two minor compliance issues. As all items in the PCAP have been completed, the Coalition received the official close-out letter October 14, 2021.
- The Coalition began the 21/22 processing of the Request for Proposals (RFP) for Primary Service Provider. The RFP committee had its Initial meeting (which included public opening of the bids September 21, 2021. And the Final RFP meeting is scheduled for November 2, 2021 (which includes the tallying of scores). Today's packet includes a memo of recommendation from the RFP Committee.
- The Coalition received additional notices of awards and the Episcopal Children's Services (ECS) Contract Amendment #3 is in today's packet.
- The Coalition staff completed the 2021/2022 Internal Controls Questionnaire (ICQ). In addition, ECS completes this same ICQ each year and their responses are reviewed by Coalition staff for any needed follow-up and/or approval.
- The Coalition staff met the October 1 Division of Early Learning (DEL) deadline for all the annual items such as the annual report, inventory, Sub-recipient monitoring plan, Fiscal prior year Revenue and Expense report and current year Budget.
- In July, all Coalition staff completed their annual review of Anti-Fraud plan, policies and practices.
- Annual archiving processes have begun.
- Annual policies review and revisions have begun.

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

The 2020/2021 Fourth Quarter Monitoring was performed (remotely) August 16-27, 2021. This monitoring included Data and Data Security Systems Updates, and School Readiness Plan Compliance for section II. G. Program Assessment, Fiscal Non-direct Costs review for 3rd and 4th quarters, and the Fiscal Year-end Overview. From this review, there were no compliance issues. A great review for ECS!

DRAFT FOR REAPPROVAL 12/1/2022

The 2021/2022 First Quarter Monitoring is scheduled for November 5 - 19, 2021. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. One additional area of review will be the Annual Data and Data Security Systems Review.

ALL full reports are available upon request.

D. 1ST QUARTER EARLY LEARNING LITERACY REPORT

Highlights:

Kiwanis Kids Fest- June 19th at Staples in Palatka. The ELC provided character costumes, activities and free books as a partnership with the Kiwanis club of Palatka who hosted a community kids festival.
Civic Club Partnerships: During July and August I was the guest speaker for both the Palatka Pilot Club and Woman's club. Both clubs partner with the ELC by adopting a child care center that their members read at each week throughout the year. They also provide regular volunteers who help with our themed literacy programs and these clubs help spread the work we do in the community.
Literacy Programs:
Ocean Program: Our Ocean themed program received a science update over the summer. Kids got to make their own ocean slime, ocean in a bottle and their own classroom jars showing the different levels of the ocean and the creatures that live in them. The outreach team is putting a stronger emphasis on STEA M learning. (Science, Technology, Engineering, Arts and Math) 7 Ocean programs were done over the summer.
Volunteer Programs: During August and September a lot of time was focused on recruiting and training new reading volunteers. Due to COVID we lost quite a few volunteers so we needed to replenish our forces. We updated our training manuals to give everything a fresh look. Four training sessions were held in Clay and St. Johns County and 10 new volunteers joined the team. These volunteers have been assigned a weekly reading assignment in a local preschool. Many of these volunteers will also help put on our themed literacy programs as well. We started back with in person quarterly volunteer meetings. The energy was very high as everyone is excited to be back in the schools again doing what they love…working with kids.
Science Programs: Two new science themed programs have been created and launched this quarter. One teaches kids about the concepts of air and wind and the other focuses on the five senses. Both programs have a strong emphasis on STEAM learning as mentioned above. Kids will learn how to do their own wind experiments and learn scientific processes like making predictions and conclusions, They will make their own tornado in a bottle while wearing lab coats and safety goggles. They will have fun discovering so many amazing facts about their five senses and even amazing facts about animals with super senses. Twenty of these programs have already been scheduled for this coming year. Each child will receive a free book relating to the theme to take home and as with all of our programs the classroom receives a very nice resource bag of teaching materials related to the theme presented.

E. EXECUTIVE ADMINISTRATIVE COMMITTEE, November 3, 2021-Cancelled

NEW/UNFINISHED BUSINESS

DRAFT FOR REAPPROVAL 12/7/2022

SUMMARY OF D. BELL ANNUAL EVALUATION-HANDOUT

- The evaluation was conducted on September 8, 2021 with Joy Stanton, Vina Delcomyn, Aubrie Simpson-Gotham, Renee Williams, and Theresa Little serving as evaluators.

- Of the total 19 evaluations mailed/handed to the board members, 14 members completed the evaluation and five board members did not return the evaluation.

- Out of a 1 to 5 rating scale, 1 = Unsatisfactory and 5 = Outstanding; Dawn's Overall Rating Score was 4.475 which earned a final rating of "Outstanding".

- Dawn's next evaluation period ends September 1, 2022.

- If any Board Member would like to see a copy of the final compiled evaluation results, please contact Marie Hanson.

APPROVAL OF EPISCOPAL CHILDREN'S SERVICES 2021/2022 CONTRACT AMENDMENT #0003-21*

Revisions:

A. Item **#2** was to update changes made in the "Service Provider Snapshot Report" for contract year 2021/2022.
B. Items **#1, 3, and 4** were to update contract narratives and Attachment 9 for the School Readiness Budget and Additional School Readiness-Related Programs due to four new Notices of Awards that were issued:
   - September 17, 2021 - Preschool Development Grant (PDG)
   - September 30, 2021 - School Readiness Wait List
   - October 22, 2021 - School Readiness Provider rate increases
   - October 29, 2021 - Coronavirus Response and Relief Supplemental Act (CRRSA) grant award

2. R. Coleman motioned to approve the Episcopal Children's Services 2021/2022 Contract Amendment #0003-21. W. Kersey Graves seconded the motion. T. Matheny recused herself from the vote; memorandum of voting conflict is attached in the Board Packet. No discussion, motion passed unanimously.

APPROVAL OF 2019-21 SCHOOL READINESS PLAN AMENDMENT #31*

The following School Readiness Plan Attachments were revised:

Revisions/Updates Required:
- Attach I G ECS SRAD18 Tangible Personal Property 071721
- Attach I G ELC F402 Tangible Personal Property 120121

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All revisions made per OEL Fiscal Guidance 240.02 "Tangible Personal Property", revised 07/01/21:

- revised inventory threshold from $1,000 to $5,000
- added requirements for inventorying 'attractive items'
- other various requirements added from FG 240.02

- Attach I D Bylaws ELCNF BA 120121
  - corrections needed upon review
- Attach II I ELC Provider Payment Rates Schedule Form eff 010122
  - provider rate increases per notice of award 10/29/21 (financial workbooks with fiscal impact summaries, public input, and executive summary included)

3. R. Coleman motioned to the approval of 2019-21 School Readiness Plan Amendment #31. M. Allen seconded the motion. P. Tauch recused herself from the vote; memorandum of voting conflict is attached in the Board Packet No discussion, motion passed unanimously.

APPROVAL OF THE RFP COMMITTEE RECOMMENDATION FOR THE COALITION'S RFP (REQUEST FOR PROPOSALS) #RFP -22/23-001 CONTRACT AWARD*

The purpose of this memorandum is to advise the Board of the RFP Committee's findings and recommendation for Primary Service Provider Contractor for fiscal/contract year 2022/2023, with the option to renew for up to three additional one-year terms.

Background:
The RFP Committee met September 21, 2021 and November 2, 2021 to consider proposals for Primary Service Provider, in response to Coalition Request for Proposals #ELCNF-22/23-001. An RFP criteria checklist/evaluation tool was utilized to assign numerical scoring for nine criteria necessary for these services. These criteria are weighted and are included in the table below.

Committee Findings:
As noted, one organization submitted a proposal. And with the scoring of that proposal the committee is satisfied with the selection of Episcopal Children's Services as the awardee.

In addition, the committee discussed the methods that were used to advertise this RFP and feels it is in the Coalitions best interest to accept this proposal without resoliciting the RFP.

Committee Recommendation:
As the proposal submitted by Episcopal Children's Services (ECS) attained a total averaged score of **531**, it is the RFP Committee's recommendation to award Episcopal Children's Services (ECS) the Coalition's contract for Primary Service Provider for the 2022/2023 fiscal year. It is the committee's standing that this award choice is the most advantageous for the Coalition.

Evaluation and Selection Tool – Score Tabulations

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		Episcopal Children's Services (E.C.S.)	
Criteria	Possible Maximum Score	Total (weighted) score	Average Score (total divided by 2 evaluators per section)
Section B – Knowledge of and Commitment to School Readiness and Voluntary Prekindergarten Services	45	85	42.5
Section C – Relationships with Key Community Players	18	36	18
Section D – Processes to Ensure Quality Services and Achieve Performance Specifications	48	92	46
Section E – Capacity to Manage and Coordinate Management Information Systems	36	60	30
Section F-1 – Ability to Provide Appropriate and Effective Child Care Resource & Referral, Inclusion, Quality Support Services, and Eligibility and Enrollment Services	75	150	75
Section F-2 – Ability to Provide Child Care Services and Contracting	45	80	40
Section G – Ability to Provide Early Care and Education Services pertaining to Fiscal Administration	60	115	57.5
Section H – History, Experience, Organizational Capacity, Staffing and Transition	60	120	60
Section I – Budget Proposal and Financial Capability	162	324	162
TOTALS	**549**	**1062**	**531**

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4. A. Simpson-Gotham motioned the RFP Committee Recommendation for the Coalition's RFP (Request for Proposals) #RFP-22/23-001 Contract Award. M. Holanchock seconded the motion. T. Matheny recused herself from the vote, memorandum of voting conflict is attached in the Board Packet. No discussion-motion passed unanimously.

REVIEW OF THE RFP AND RFQ TIMELINES FOR RECRUITING EVALUATORS – INFORMATIONAL

REVIEW OF THE POST RFP MEMO-INFORMATIONAL

APPROVAL OF ACCOUNTING AND FINANCIAL POLICIES AND PROCEDURES REVISIONS*

Revisions from annual review of policies:

F103 – Internal Controls, corrected 'morale' to 'morals' (discovered while searching for the word "morale").

F106 – Policy on Suspected Misconduct, changed the phrase employee 'morale' to employee 'health and welfare' per the WipFli Consultants Grants Webinar recommendations.

F305 – Accounts Payable Management, deleted "DFS State Travel Manual" as it is no longer applicable.

F306 – Travel and Business Expenses, deleted "DFS State Travel Manual" as it is no longer applicable. Added section regarding higher allowable hotel rate of $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.)

5. C. Whitehurst motioned to approve the Accounting and Financial Policies and Procedures Revisions. M. Jonihakis seconded the motion. No further discussion- motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION'S CONTRACT MANAGEMENT AND MONITORING POLICIES AND PROCEDURES*

Revisions from annual review of policies:

CM302 – Contract Requirements, Added the most current grant agreement assurances and certifications for sub-recipient contracts. Added additional sections to 'audit requirements', not previously in policy. The additional sections also had new requirements in this year's grant agreement for related party transactions and special audit testing requirements.

6. W. Kersey-Graves motioned to approve of Revisions to the Coalition's Contract Management and Monitoring Policies and Procedures. C. Whitehurst seconded the motion.

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

Revisions:

HR108 – Immigration Law Compliance, added language to follow the instructions of the most current grant agreement when using the E-verify system.

HR303 – Holidays, revised the list of holidays to match DEL's requirements for allowable holidays, starting fiscal year 2021-2022.

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HR605 – Personal Appearance and Casual Days, changed the phrase employee 'morale' to employee 'health and welfare' per WipFli Consultants Grants Webinar recommendations.

If this is not done, the following would occur:

- The Coalition's Personnel Policies would not be updated to be more in line with governmental regulations nor actual practices.

7. R. Coleman motioned to approve the Revisions to the Coalition's Personnel Policies and Procedures Manual. M. Jonihakis seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF DISPOSAL OF INVENTORY*

Any disposal of property listed on Coalition inventory, must be board approved in order to proceed with the removal of any item on the inventory.

Staff is asking permission to dispose of items that are no longer in good working order and are listed in Fair, Poor, Obsolete, Scrap Condition for tag numbers:

- Work Station Furniture, 10 Cubicles, condition poor
- Work Station Furniture, 14 Cubicles, condition poor

9. A. Simpson-Gotham motioned to approve the Disposal of Inventory. M. Jonihakis seconded the motion. T. Matheny recused herself from the vote, memorandum of voting conflict is attached in the Board Packet No further discussion-motion passed unanimously.

APPROVAL OF DCF DESIGNEE ANDREW WARNOCK*

Andrew Warnock currently serves as a Child Care Regulation Supervisor supporting the Counties of Clay, Duval and Nassau. He has been designated to serve on the board on behalf of Mala Ramatour, Program Manager for the Department of Children and Families.

Andrew's term would extend from December 2021 – December 2025.

10. M. Holanchock motioned to approve the DCF Designee Andrew Warnock. R. Coleman seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF THE MANGEMENT DECISION RECOMMENDATION FOR ECS AUDIT JUNE 30, 2021*

Management Decision Recommendation
ECS Audit Report
For FYE June 30, 2021

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Dixon, Hughes, Goodman, LLP performed the June 30, 2021 audit of Episcopal Children's Services, Inc. The report was issued on October 27, 2021 and subsequent events were evaluated through the date of issuance. This report was reviewed by ELC management and staff. The report and audited financial statements are on file and available to the Board for review at any time.

A summary of the audit results is as follows:

1. The Independent Auditor's Report
    a. Expressed an unqualified opinion on the consolidated financial statements of ECS.
    b. Stated no instances of noncompliance material to the financial statements of Episcopal Children's Services, Inc. were disclosed during the audit.
    c. Stated no material weaknesses were identified during the audit of the financial statements.
    d. Expressed an unqualified opinion on the major award programs.
    e. Stated no material weaknesses were identified during the audit of major federal programs.

2. The Independent Auditor's Report on Internal Controls
    a. Expressed no opinion on ECS internal controls.
    b. Reported no material weaknesses to internal controls.
    c. Expressed no opinion on ECS compliance and other such matters.
    d. The results of the internal control testing disclosed no issues of noncompliance or other matters that would be required to be reported under *Government Auditing Standards*.

3. Supplemental Information
    a. There were no findings in relation to prior audits.
    b. There were no current audit findings on the ECS Financial Statements.
    c. There were no current audit findings or questioned costs on the ECS Major Federal Awards Program Audit.
    d. ECS qualifies as a low risk auditee.

With no audit findings, material weaknesses, or issues of noncompliance, this audit is considered complete.

11. B. McElhone motioned to approve the Management Decision Recommendation for the ECS Audit June 30, 2021. M. Holanchock seconded the motion. T. Matheny recused herself from the vote, memorandum of voting conflict is attached in the Board Packet. No further discussion-motion passed unanimously.

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

On Oct 29, 2021 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) added

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$624,343 to our award for the School Readiness Program, 2) reduced our PDG Services award by $22,494, 3) reduced our expected award for Voluntary PreKindergarten by $229,790, 4) eliminated a separate grant for OAMI, 5) ended the CARES grant, and 6) awarded $10,805,567 for CRRSA.

Most of these revisions are direct flow through to ECS, though the ELCNF portion of administration budget for SR and VPK did change proportionately to the grant changes.

12. C. Whitehurst motioned to approve the Revisions to the 2021-2022 Budget for Early Learning Coalition of North Florida. W. Kersey Graves seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF THE NOTHEAST FLORIDA EDUCATIONAL CONSORTIUM LEASE RENEWAL EFFECTIVE JANUARY 31, 2022*

Staff requests board approval to continue the NEFEC lease agreement of rental of office space in Palatka, FL. The current lease ends January 31, 2022, and the new lease will start Feb. 1, 2022 and conclude January 31, 2023, with the option of automatic renewal for 12 months, starting Feb. 1 2023 and concluding on Jan. 31, 2024 at the monthly rental rate of $450.

The space currently houses our Grants and Operations Manager, Tajaro Dixon, our Putnam County Reading Pals resource room, and one office is used for Coalition storage. The total for all three rooms is $450.00 per month and includes electric. This is a $50 increase from the previous lease and is still considered an excellent monthly rent.

13. W. Kersey Graves motioned to approve the Northeast Florida Educational Consortium Lease Renewal Effective January 31, 2022. A. Simpson-Gotham seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF THE ELCNF INSURANCE COVERAGES WITH FLORIDA INSURANCE TRUST TO INCLUDE OUR GENERAL LIABILITY, DIRECTORS & OFFICERS, WORKERS COMPENSATION, CYBER, CRIME AND PROPERTY COVERAGE*

Florida Insurance Trust is an Insurance Company that is specific to Florida and to Non-Profits and provides the best costs and insurance coverage to its clients. It has been recognized as the leader in the non-profit insurance pooling industry.

Effective December 11, 2021, ELCNF are renewing the following coverages with Florida Insurance Trust (FIT):

- General Liability-including Employee Benefits Liability, Cost: $2642.22
- Automobile Liability only, Cost: $216.14
- Crime. Cost: $200.83
- Property, Cost: $583.87
- Directors and Officers, Cost: $2,968.68
- Cyber Coverage, Cost: $5,115
- Workers Compensation: $987

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The total cost of bundling these coverages is: $12,713.74 and exceeds Dawn Bell, C.E.O's authority to approve. In addition, we will be moving to a common anniversary date of June 1 for renewal. All of these coverages will be prorated into that anniversary date (June 1, 2022).

14. W. Kersey Graves motioned to approve the ELCNF Insurance Coverages with Florida Insurance Trust to include our General Liability, Directors & Officers, Workers Compensation, Cyber, Crime and Property Coverage. M. Jonihakis seconded the motion. No further discussion-motion passed unanimously.

REVIEW OF BOARD MEMBERSHIP-INFORMATIONAL

R. Cody 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 20 members with the addition of Andrew Warnock, mandated DCF position, and the resignation of Bianco Montoro. 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, February 2, 2022, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, March 9, 2022, 10:30 a.m. –Board Meeting World Golf Village Convention Center

ADJOURNMENT*

14. M. Holanchock motioned for adjournment at 2:58 p.m.
C. Whitehurst seconded the motion. No discussion – motion passed unanimously.

Minutes Submitted By: Marie Hanson, Office Manager

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Early Learning Coalition of North Florida

Finance Manager's Report
Board Meeting
December 7, 2022

Desk Reviews and Audits

Our DEL monitoring occurred the last week in Oct and first week in November. Two minor items were noted in our report. DEL has not yet determined if those items will remain in the final report. Our prior year PCAP was closed by this monitoring group since DEL had not closed that report. Our first half year desk review is currently in progress. Our internal audit is also currently in progress.

Q1 Financial Statements (see attachment)

Attached are the Q1 financial statements for FY 2022-23. The Coalition's year to date surplus is slightly less 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 is currently 2.9% which is lower than our target of 4%. SR Administration percentage is currently 4.1% 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 September 30, 2022

ASSETS		
Cash, Operating	$	8,346,316
Cash, Money Market		61,794
Petty Cash		200
Deposits		850
DEL Receivable		3,856,206
ECS Advance ARPA		5,893,022
Prepaid Expense		7,973
Equipment		6,498
Less: Accumulated Depreciation		(6,498)
TOTAL ASSETS	$	18,166,361
LIABILITIES		
Episcopal Children's Services Payable	$	3,668,430
DEL Advance Payable		14,645,435
Accounts Payable		162
Interest due to OEL		577
Accrued Vacation		24,129
Accrued Employee Benefits		816
TOTAL LIABILITIES	$	18,339,549
Net Assets at 6/30/2022		(173,551)
Net change at 09/30/2022		363
Total Liabilities and Net Assets	$	18,166,361

Early Learning Coalition of North Florida

FY 2022-2023

As of September 30, 2022

Notice of Awards	9.14.22 Annual Budget	Q1 Budget	Q1 Actual	Favorable (Unfavorable)
School Readiness (SR)	$ 22,892,970	$ 5,723,242.50	$ 5,077,529	$ (645,714)
PDG Services	74,990	18,748	6,422	(12,325)
CRRSA	2,144,687	536,172	589,141	52,969
ESSER	87,905	21,976	87,784	65,808
ARP	27,735,669	6,933,917	5,515,621	(1,418,296)
Voluntary PreKindergarten (VPK)	19,867,462	4,966,866	4,390,833	(576,032)
Total Notice of Award	$ 72,803,683	$ 18,200,921	$ 15,667,329	$ (2,533,591)
Subrecipient Expense				
School Readiness (SR)	$ 21,752,477	$ 5,438,119.25	$ 4,836,272	$ 601,847
PDG Services	74,990	18,748	6,422	12,325
CRRSA	2,144,687	536,172	589,141	(52,969)
ESSER	87,905	21,976	87,784	(65,808)
ARP	27,735,669	6,933,917	5,515,621	1,418,296
Voluntary PreKindergarten (VPK)	19,803,067	4,950,767	4,386,318	564,448
Total Subrecipient Expense	$ 71,598,795	$ 17,899,699	$ 15,421,558	$ 2,478,141
Grant Funds Available to ELC of North FL	**$ 1,204,888**	**$ 301,222**	**$ 245,771**	**$ (55,451)**
Other Donations and Revenue				
Interest Income	$ 600	$ 150	$ 264	$ 114
Clay Electric Foundation	15,000	0	0	0
Quality Teacher's Conference	6,000	0	0	0
Miscellaneous Donations	3,500	1,100	1,132	32
Total Revenues	**$ 1,229,988**	**$ 302,472**	**$ 247,167**	**$ (55,305)**
ELC of North Florida Estimated Expense				
Salaries	$ 595,000	$ 148,750	$ 137,015	$ 11,735
PR Taxes	65,000	16,250	10,432	5,818
Health Insurance & HSA Contributions	150,000	37,500	38,336	(836)
Pension	40,000	10,000	6,349	3,651
Life, Disability, and WC	18,000	4,500	2,122	2,378
Staff Development	10,000	2,500	120	2,380
Contract Services	12,000	3,000	0	3,000
Auditing	15,000	0	0	0
Legal	500	125	0	125
Printing & Reproduction	2,000	500	332	168
Repairs & Maintenance	1,000	250	0	250
Office Sites - Occupancy	65,000	16,250	11,516	4,734
Postage, Freight & Delivery	4,000	1,000	218	782
Rentals - Office Equipment	6,000	1,500	538	962
Office Supplies	12,000	3,000	1,461	1,539
Communications	22,000	5,500	4,745	755
D & O Insurance	2,700	0	0	0
General Liability	8,700	0	0	0
Equipment <$5000	4,500	1,125	2,600	(1,475)
Equipment >$5000	4,000	1,000	0	1,000
Travel - In State	8,000	2,000	0	2,000
Travel - Out of State	6,000	1,500	0	1,500
Travel - Local	7,000	1,750	897	853
Bank Fees	500	125	0	125
Software/Licenses/Support	20,000	5,000	2,431	2,569
Web Service	35,000	8,750	4,100	4,650
Other employee expenditures	4,000	1,000	8	992
ADP Fees	9,000	2,250	1,797	453
Dues & Subscriptions	15,000	8,000	9,730	(1,730)
Taxes, Licenses and Fees	800	200	0	200
Misc. - Other Current Charges	9,000	2,250	1,016	1,234
Quality Program	65,000	16,250	11,041	5,209
Total ELC North Florida Estimated Expense	**1,216,700**	**301,825**	**246,804**	**55,021**
Surplus or (Loss)	**$ 13,288**	**$ 647**	**$ 363**	**$ (284)**

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St. Augustine, FL 32086
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www.elcnorthflorida.org

MEMORANDUM

To: All Board Members
From: Tajaro Dixon, Grants and Operations Manager
Date: October 11, 2022
Subject: 2022/2023 First Quarter Program Update and Quality Assurance Activities

Coalition Activities:

- The Coalition received the final report (April 13, 2022) for the annual Division of Early Learning (DEL) Fiscal Monitoring that occurred March 1-4, 2022. The report included two compliance issues and one observation. The Coalition submitted its corrective action plan June 21, 2022 and are currently still awaiting approval and the close-out letter.
- July 11 – 15, 2022 began the DEL Accountability Review, which continues. The scheduled date for the Exit Interview is October 26, 2022.
- The Coalition received an additional notice of award and the Episcopal Children's Services (ECS) Contract Amendment #2 is in today's packet.
- The Coalition staff completed the 2022/2023 Internal Controls Questionnaire (ICQ). In addition, ECS completes this same ICQ each year and their responses are reviewed by Coalition staff for any needed follow-up and/or approval.
- The Coalition staff met the October 1, 2022 DEL deadline for all the annual items such as the annual report, inventory, Sub-recipient monitoring plan, Fiscal prior year Revenue and Expense report and current year Budget.
- All Coalition staff completed their annual review of Anti-Fraud plan, policies and practices in July.
- Annual archiving processes have begun.

Episcopal Children's Services (ECS) Contract Monitoring:

The 2021/2022 Fourth Quarter Monitoring was performed August 15 - 26, 2022. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the Data Security Systems Updates, SR Plan Compliance II. H. (Child) Pre/post Assessments, ARPA Provider Application Monitoring, Non-direct Costs Review (3rd and 4th quarters combined), and Fiscal Year-end Overview. From this review, there were seven compliance issues that required staff refresher training sessions, and some required corrections during monitoring. The staff trainings were held in time for ECS's response to the final report. And the close-out letter will be done once the supplemental ARPA Provider Application Monitoring has been completed.

The 2022/2023 First Quarter Monitoring is scheduled for November 4 - 18, 2022. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review will be Data Security Systems Updates and the ARPA Provider Application Monitoring.

ALL full reports are available upon request.

Early Learning Coalition of North Florida, Inc.

Executive/Administrative MEETING
Conference Call
*Dial **1-888-296-6500** and enter Guest Code **966582***
October 12, 2022
10:30 a.m.

ATTENDANCE

Members Present:
Joy Farris, Interim Chair
Aubrie Simpson, Gotham, Vice Chair
Vina Delcomyn, Treasurer
Theresa Little
Michael Siragusa

Members Absent:
Renee Williams, Secretary *excused*

Staff Present:
Dawn Bell, Chief Executive Officer
Marie Hanson, Office Manager

Others Present:

DRAFT

CALL TO ORDER/ROLL CALL

J. Farris called the meeting to order at 10:33 a.m. Roll Call was taken by M. Hanson; quorum was met with 5 of the 6 Exec/Admin committee members in attendance.

PUBLIC COMMENT

No comments.

RETRO APPROVAL OF REVISIONS TO THE 2022-2023 BUDGET FOR EARLY LEARNING COALTIION OF NORTH FLORIDA*

1. V. Delcomyn motioned to approve the Retro Approval of Revisions to the 2022-2023 Budget For Early Learning Coalition of North Florida. M. Siragusa seconded the motion. No discussion-motion passed unanimously.

APPROVAL OF SENDING FOUR BOARD MEMBERS TO ATTEND THE NATIONAL SUMMIT ON EDUCATION 2022 CONFERENCE*

2. A. Simpson-Gotham motioned the approval of the Request for sending four Board members to attend the National Summit on Education 2022 Conference. M. Siragusa seconded the motion. No discussion, motion passed unanimously. T. Little recused herself from the vote; memorandum of voting conflict is attached in the Board Packet.

Exec/Admin Committee COMMENTS
J. Farris suggested that the four Board members attending the National Summit on Education Conference report out at the Board meeting in December.

NEXT MEETINGS
The next scheduled meetings are as follows:

- Exec/Admin Committee: November 2, 2022 10:30 a.m. conference call
- Board Meeting: December 7, 2022, 2:00 p.m. Caddy Shack Restaurant

ADJOURNMENT*

3. M. Siragusa motioned for adjournment at 10:42 a.m.
J. Farris seconded the motion. No discussion, motion passed unanimously.

Minutes Submitted By: Marie Hanson, Office Manager
Approved by: Dawn E. Bell, C.E.O.

MEMORANDUM OF VOTING CONFLICT FOR BOARD MEMBERS

LAST NAME, FIRST NAME, MIDDLE NAME		
MAILING ADDRESS	CITY	COUNTY
NAME OF BOARD OR COMMITTEE	DATE ON WHICH THE VOTE OCCURRED	

Per OEL-PG-003-10(6)(b) and F.S. 112.3143(3)(a):

Each voting member shall:

1. Prior to the vote being taken, publicly state the nature and extent of any conflict of interest and abstain from voting or participating when a conflict of interest exists.

2. Abstain from voting.

3. Within 15 days after the vote occurs, complete and file this Memorandum form with the person responsible for recording the minutes of the meeting, who then shall incorporate this Memorandum form in the minutes.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____:

(a) A measure came or will come before me which will(check one)

____ inure to my special private gain or loss;
____ inure to the special gain or loss of my business associate, _____;
____ inure to the special gain or loss of my relative, _____;
____ inure to the special gain or loss of _____ by whom I am retained; or
____ inure to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before me and the nature of my conflicting interest is the measure as follows:

_____ _____

Date Filed Signature

ACTION ITEM SUMMARY

DESCRIPTION	Approval of revisions to the 2022-2023 budget for Early Learning Coalition of North Florida.
Reason for Recommended Action	On Sep 29, The Division of Early Learning sent a revision to the Notice of Award for the 2022-2023 Grant Year. Compared to our previously approved budget this revision reflects the actual NOA for FY2022-23. The allocation of these funds between ECS and ELCNF has been agreed to by both entities. If not approved, we will not have a budget that reconciles to the Notice of Award.
How the Action will be accomplished	Board Approval and submission to DEL.

Early Learning Coalition of North Florida

FY 2022-2023

As of September 14, 2022

	6/15/2022 2022-2023 Initial Budget	9/14/2022 2022-2023 Proposed Budget	9/29/2022 2022-2023 Proposed Budget
Notice of Awards			
School Readiness (SR)	$ 20,020,000	$ 22,892,970	$ 22,906,772
PDG Services	180,000	74,990	74,990
CRRSA	500,000	2,144,687	2,144,687
ESSER	0	87,905	87,905
ARP	16,000,000	27,735,669	53,654,648
Voluntary PreKindergarten (VPK)	14,000,000	19,867,462	19,867,462
Total Notice of Award	$ 50,700,000	$ 72,803,683	$ 98,736,464
Subrecipient Expense			
School Readiness (SR)	$ 19,000,000	$ 21,752,477	$ 21,766,279
PDG Services	180,000	74,990	74,990
CRRSA	500,000	2,144,687	2,144,687
ESSER	0	87,905	87,905
ARP	16,000,000	27,735,669	53,654,648
Voluntary PreKindergarten (VPK)	13,940,000	19,803,067	19,803,067
Total Subrecipient Expense	$ 49,620,000	$ 71,598,795	$ 97,531,576
Grant Funds Available to ELC of North FL	**$ 1,080,000**	**$ 1,204,888**	**$ 1,204,888**
Other Donations and Revenue			
Interest Income	$ 600	$ 600	$ 600
Clay Electric Foundation	15,000	15,000	15,000
Quality Teacher's Conference	5,800	6,000	6,000
Miscellaneous Donations	3,900	3,500	3,500
Total Revenues	**$ 1,105,300**	**$ 1,229,988**	**$ 1,229,988**
ELC of North Florida Estimated Expense			
Salaries	$ 595,000	$ 595,000	$ 595,000
PR Taxes	59,500	65,000	65,000
Health Insurance & HSA Contributions	132,000	150,000	150,000
Pension	30,000	40,000	40,000
Life, Disability, and WC	9,000	18,000	18,000
Staff Development	10,000	10,000	10,000
Contract Services	11,000	12,000	12,000
Auditing	15,000	15,000	15,000
Legal	500	500	500
Printing & Reproduction	1,000	2,000	2,000
Repairs & Maintenance	1,000	1,000	1,000
Office Sites - Occupancy	55,000	65,000	65,000
Postage, Freight & Delivery	2,500	4,000	4,000
Rentals - Office Equipment	4,500	6,000	6,000
Office Supplies	10,000	12,000	12,000
Communications	19,000	22,000	22,000
D & O Insurance	2,600	2,700	2,700
General Liability	8,600	8,700	8,700
Equipment <$1,000	3,000	4,500	4,500
Equipment >$1,000	3,400	4,000	4,000
Travel - In State	6,000	8,000	8,000
Travel - Out of State	6,000	6,000	6,000
Travel - Local	4,000	7,000	7,000
Bank Fees	200	500	500
Software/Licenses/Support	9,000	20,000	20,000
Web Service	30,000	35,000	35,000
Other employee expenditures	3,000	4,000	4,000
ADP Fees	7,000	9,000	9,000
Dues & Subscriptions	12,000	15,000	15,000
Taxes, Licenses and Fees	500	800	800
Misc. - Other Current Charges	5,000	9,000	9,000
Quality Program	50,000	65,000	65,000
Total ELC North Florida Estimated Expense	**1,105,300**	**1,216,700**	**1,216,700**
Surplus or (Loss)	**$ -**	**$ 13,288**	**$ 13,288**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Management Decision Recommendation for ECS Audit 2021/2022
Reason for Recommended Action	To approve management decision to consider the ECS annual audit properly reviewed and therefore resolved. **<u>If this is not done, the following would occur:</u>** • The Coalition would not be in compliance with policy requiring committee approval.
How the Action will be accomplished	Management decision to be approved at 12/7/2022 Board meeting.

ELC OF North Florida, Inc.

Management Decision Recommendation
ECS Audit Report
For FYE June 30, 2022

FORVIS, LLP performed the June 30, 2022 audit of Episcopal Children's Services, Inc. The report was issued on October 26, 2022 and subsequent events were evaluated through the date of issuance. This report was reviewed by ELC management and staff. The report and audited financial statements are on file and available to the Board for review at anytime.

A summary of the audit results is as follows:

1. The Independent Auditor's Report
    a. Expressed an unqualified opinion on the consolidated financial statements of ECS.
    b. Stated no instances of noncompliance material to the financial statements of Episcopal Children's Services, Inc. were disclosed during the audit.
    c. Stated no material weaknesses were identified during the audit of the financial statements.
    d. Expressed an unqualified opinion on the major award programs.
    e. Stated no material weaknesses were identified during the audit of major federal programs.

2. The Independent Auditor's Report on Internal Controls
    a. Expressed no opinion on ECS internal controls.
    b. Reported no material weaknesses to internal controls.
    c. Expressed no opinion on ECS compliance and other such matters.
    d. The results of the internal control testing disclosed no issues of noncompliance or other matters that would be required to be reported under *Government Auditing Standards*.

3. Supplemental Information
    a. There were no findings in relation to prior audits.
    b. There were no current audit findings on the ECS Financial Statements.
    c. There were no current audit findings or questioned costs on the ECS Major Federal Awards Program Audit.
    d. ECS qualifies as a low risk auditee.

With no audit findings, material weaknesses, or issues of noncompliance, this audit is considered complete.

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2022-24 School Readiness Plan Amendment Acknowledgement Submission
Reason for Recommended Action	<u>Background:</u> House Bills 419 and 1349 modified provisions related to the School Readiness Program that directly affect the content of the Early Learning Coalition School Readiness Plan. DEL amended Rule 6M–9.115, F.A.C., to reflect the new School Readiness Program requirements. These revisions require coalitions to submit plan amendments for the following elements: • I.A. Membership *(previously updated and board approved)* • I.D. Bylaws *(previously updated and board approved)* • II.C. Eligibility and Enrollment Policies and Procedures • II.E. Sliding Fee Scale and Fee Waiver Policies *(did not require updates)* • II.F. Child Screening • II.G. Program Assessment • II.J. Contracted Slots, if applicable *(not applicable)* Four of the seven elements above did not require updates. The remaining three (highlighted in grey) did require updates and they are included with ALL other needed document updates for the entire SR Plan (this is done upon SR Plan renewals). For a complete list of SR Plan revisions, see the attached SR Plan amendment log (and documents showing the revisions). *<u>Additional Information:</u>* Per DEL's request all of these documents were uploaded October 7, 2022 (as drafts – pending our board approval) for DEL to begin their review. DEL will be notified of the board's vote/approval. **<u>If this is not done, the following would occur:</u>** • The Coalition's 2022-24 School Readiness Plan would not be updated nor in compliance with DEL.
How the Action will be accomplished	Board Approval, then DEL Approval.

Form
DEL- 30
(07/01/2022)

Division of Early Learning
SCHOOL READINESS PLAN
AMENDMENT LOG

Coalition Name: ELC of North Florida – 2022-24 SR Plan Submission to DEL 10/06/22, to be ELC Board approved 12/07/22

Section Amended (Select the plan element from the drop down box)	Amendment Comments, if applicable	Proposed Effective Date	Coalition Signature & Date	Fiscal Impact Y/N	DEL Approval Official Signature & Date
III.A. CCR&R and School-Aged Care	**00 ELCNF SR Plan 2022-24 FormSR115 CORE Doc 120722- with EDITS to III. A. and comments**	**12/07/22**	**Tajaro Dixon 10/06/22**		
I.B. Business Organization	**Attach I. B. ECS Org Chart 060122-NEW**	**06/01/22**	**Tajaro Dixon 10/06/22**		
I.B. Business Organization	**Attach I. B. ELC Org Chart 070122-NEW**	**07/01/22**	**Tajaro Dixon 10/06/22**		
I.F. Procurement	**Attach I. F. ELC Purchasing Pol rev 120121-061522_vdelR 110822 with EDITS (PREVIEWED BY LAURA MCKINLEY)**	**06/15/22**	**Tajaro Dixon 10/06/22**		
I.H. Records Maintenance	**Attach I. H. ECS Record Storage 020822 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**		
I.H. Records Maintenance	**Attach I. H. ELC Record Retention 120722 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**		
I.I. Information Technology Security Controls	**Attach I. I. ECS IT Pol-Proc 092322 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**		
I.I. Information Technology Security Controls	**Attach I. I. ELC IT Pol-Proc rev BA 030922-061522-091422_vdelR 110922 with EDITS (PREVIEWED BY LAURA MCKINLEY)**	**06/15/22**	**Tajaro Dixon 10/06/22**		
I.J. Disbursements	**Attach I. J. ELC Disb Pol 120121-030922-061522_vdelR 110922 with EDITS (PREVIEWED BY LAURA MCKINLEY)**	**06/15/22**	**Tajaro Dixon 10/06/22**		

II.A. Minimum Children Served	**Attach II. A. CC085_ Count of Children Served_21-22-NEW**	**12/07/22**	**Tajaro Dixon 10/06/22**			
II.B. SR Application and Wait List	**Attach II. B. SR Application and Waiting List Proc 083122 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
II.C. Eligibility and Enrollment	**Attach II. C. Combined Eligibility Policies 091622 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
II.F. Child Screening	**Attach II. F. ESD_A_1_Screening_Inclusion_Policies_Procedures 082222 CLEAN and NEW (too many edits – entire new document)**	**12/07/22**	**Tajaro Dixon 10/06/22**			
II.G. Program Assessment	**Attach II. G. Program Assessment 082222 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
II.H. Observation Based Child Assessment	**Attach II. H. ECS Pre-Post Child Assessments 090122 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
II.I. Provider Payment Rates	**Attach II. I. ECS Billing and Reimbursement Rates 090822 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
V.A. Monitoring Plan and Procedures	**Attach V. A. 1. ECS SR Provider Monitoring 090722 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
V.A. Monitoring Plan and Procedures	**Attach V. A. 2. Refusal to Contract 090722 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
V.B. Grievance/Compliant Resolution	**Attach V. B. ECS Pubic Records Request Policy 090722 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			
V.B. Grievance/Compliant Resolution	**Attach V. B. ELC and ECS - OP104 Grievance Policy 090722 with EDITS**	**12/07/22**	**Tajaro Dixon 10/06/22**			

Coalition Identification and Information

Coalition Name: Early Learning Coalition of North Florida
Address: 2450 Old Moultrie Rd. #103
St. Augustine, FL 32086

Phone: 904-342-2267
E-mail Address: mhanson@elcnorthflorida.org

FEIN #: 59-3691819

Mailing Address
(if different)
Fax: 904-342-2268

Chair	Executive Director or Chief Executive Officer	Finance Director	Counties Represented
VACANT (Interim – Joy Farris)	Dawn E. Bell	Susan Pettijohn	Baker, Bradford, Clay, Nassau, Putnam, and St. Johns Counties

I. COALITION OPERATIONS

A. Membership

Please complete the **Coalition Membership Form.**

See Attachment I. A. Board Membership Form

B. Business Organization

Please attach a copy of the coalition's organization chart as **Attachment I.B.**

Commented [BS1]: Added ELC and ECS – New ECS org chart 06/01/22.

Commented [BS2R1]:

C. Articles of Incorporation

Please attach a copy of the coalition's articles of incorporation as **Attachment I.C.**

Commented [BS3]: Added ELC

☐ N/A

D. Bylaws

Please attach a copy of the coalition's bylaws as **Attachment I.D.**

Commented [BS4]: Added ELC both signed version and Word version. Removed 'edits processed' from Word Doc title.

E. Coalition Fiscal Agent Contract (if applicable)

Please attach a copy of the fiscal agent contract (if applicable) as **Attachment I.E.**

Commented [BS5]: Based on previous Plan Docs, this is N/A

☐ ✓ N/A

F. Procurement

Please attach the coalition's procurement policy as **Attachment I.F**

Commented [BS6]: ECS and ELC added

G. Tangible Personal Property Maintenance

Please attach the coalition's tangible personal property maintenance policy as **Attachment I.G.**

Commented [BS7]: ELC added
ECS - Clean copy to submit with plan

H. Records Maintenance

Please attach the coalition's maintenance of records policy as **Attachment I.H.**

Commented [BS8]: ELC added
ECS Copy with edits and Clean copy to submit with plan

I. Information Technology Security Controls

Please attach the coalition's IT security policy as **Attachment I.I.**

Commented [BS9]: ELC added
ECS - Added copy of IT policy – per Robert keep as is due to Head Start and DEL requirements for approval.

Commented [TM10R9]: I know that DEL gave Tajaro items to add when they wanted to amend their IT policy. I have an email with the new requirements. I am not sure that we will be able to leave this out and get the plan approved. We could wait before because we were not trying to get anything approved. I will send you the email with the details.

Commented [BS11R9]: Emailed Robert - Waiting on Discussion & Update

J. Disbursement Controls

Please attach the coalition's disbursement controls policy as **Attachment I.J.**

Commented [BS12]: ELC added
ECS - Included in I.F. policy listed above.

II. IMPLEMENTATION

Please fill out the **Minimum Children to be Served by Care Level Form by running EFS Tableau Report CC085.**

Care Code	Description	Minimum # of Children Served
(INF)	<12 MTH	462
(TOD)	12<24 MTH	865
(2YR)	24 <36 MTH	1,125
(PR3)	36 <48 MTH	1,177
(PR4)	48 <60 MTH	1,159
(PR5)	60 <72 MTH Not In School	820
(SCH)	In School	1978
(SPCR)	Special Needs	12

If applicable, please attach supporting documentation as **Attachment II.A.**

B. School Readiness Application and Waiting List Procedures

Please attach the coalition's policies and procedures for implementing the School Readiness Application and Waiting List Procedures as **Attachment II.B**.

Commented [BS13]: Updated policy to add info about local funding. CLEAN

C. Eligibility and Enrollment Policies and Procedures

Please complete the Coalition Local Priorities Form and attach the coalition's community assessment and eligibility and enrollment policies and procedures as **Attachment II.C**.

Commented [BS14]: Updated policy edits and clean

Coalition Local Priorities

Describe the data source used to conduct the community assessment:

U.S Census Data, Florida; ALICE Report – United Way; CHARTs – Florida Department of Health; Council on Homelessness – DCF; Non- Promotions – DOE; Feeding America; ELC Data; Florida Department of Transportation. See assessment document for further detail.

Priority Number	Priority	Describe how community needs are addressed.
3	Economically disadvantaged children until eligible to enter kindergarten. Their older siblings up to the age they are eligible to enter 6th grade may also be served as funding allows.	The community needs assessment on pages 13-14 and page 44 references the large number of families living in poverty especially those 5 years old and younger indicates school readiness is needed so that parents can work and children begin school ready to succeed and that the full need is not met. School age children can still benefit from SR services as funding allows but they do have additional options in most cases, such as after school programs with sliding fee scales as indicated by the community needs assessment on page 46. Additionally, the assessment indicated that school age care before and after care costs less than 30% to 40% less than full time care for a Pre-K child making it more likely that parents could afford the cost of after school care.
4	Children from birth to kindergarten whose parents are transitioning from the temporary cash assistance work program to employment.	The community needs assessment indicates school readiness is needed so that parents can work and children begin school ready to succeed and that the full need is not met. Child poverty rates are more than 150% of the population at large. While the levels of poverty are high for the total population, the situation for young children is dramatically worse. (See pages 7 and 12-14 of the Community Needs Assessment). Therefore, it is important that the parents transition from temporary cash assistance into

		employment have access to affordable child care.
5	At-risk children who are at least age 9 but younger than 13. Those with siblings in priority groups 1-3 are higher priority than other children ages 9-13 in this priority group.	School age children can still benefit from SR services as funding allows but they do have additional options in most cases, such as after school programs with sliding fee scales as indicated by the community needs assessment on pages ~~44~~-46. Additionally, the assessment indicated that school age care is up to 30% to 40% less expensive than full time care for a Pre-K aged child making it more likely that parents could afford the cost of after school care.
6	Economically disadvantaged children younger than 13. Priority in this category is given to children who have a younger sibling in the School Readiness Program under priority 3.	The community needs assessment indicates school readiness is needed so that parents can work and children begin school ready to succeed and that the full need is not met. School age children can still benefit from SR services as funding allows but they do have additional options in most cases, such as after school programs with sliding fee scales as indicated by the community needs assessment on pages 44 and 46. Additionally the assessment indicated that school age care is up to 30% to 40% less expensive than full time care for a Pre-K aged child making it more likely that parents could afford the cost of after school care.
7	Children younger than 13 whose parents are transitioning from the temporary cash assistance work program to employment.	School age children can still benefit from SR services as funding allows but they do have additional options in most cases, such as after school programs with sliding fee scales as indicated by the community needs assessment on pages 44 and 46. Additionally the assessment indicated that school age care is up to 30% to 40% less expensive than full time care for a Pre-K aged child making it more likely that parents could afford the cost of after school care.
8	Children who have special needs and current individual educational plans from age 3 until they are eligible to enter kindergarten.	Special needs children benefit by SR programs but are often times served by Head Start/Early Head Start and School District programs. See Head Start/Early Head Start chart showing available slots on page 43 and Children with Disabilities section on page 22 & 25 of the Community Needs Assessment. However, if SR is the best choice for the family, they may be served without regards to income other than to assess parent fees if required.
9	Children concurrently enrolled in the federal Head Start Program and VPK, regardless of priorities 1-4.	While the community assessment indicates a need for full time care, children in this category are receiving up to 9 hours of care with their concurrent enrollments in Head Start and VPK. As indicated in the Community Needs Assessment on pages 42-43, there is a large unmet need of children living in poverty but not receiving care. Therefore, the ELC will serve 4 year olds concurrently enrolled in Head Start and VPK as the final priority so that it is better able to serve as many children as possible who are not currently enrolled in another program.

D. Parent Access and Choice

Please attach the coalition's policies and procedures for implementing parent access and choice as **Attachment II.D.**

Commented [BS15]: No changes made to policy.

E. Sliding Fee Scale and Fee Waiver Policies

Please attach the coalition's sliding fee scale and fee waiver policies as **Attachment II.E.**

F. Child Screenings

Attach the coalition's policies and procedures for implementing child screenings as **Attachment II.F.**

G. Program Assessment

Attach the coalition's policies and procedures for the implementation of the program assessment as **Attachment II.G.**

H. Use of Observation-Based Child Assessments

What assessment tool/tools are used for child assessments?

Teaching Strategies Gold (TSG), Galileo, and CORES may be used by providers voluntarily fulfilling the requirements to qualify for a payment differential, but the ELC and its primary service provider will support TSG only through training, technical support and financially with the exception of the payment differential available to providers using any of the three assessments listed above. Providers participating in Child Assessment implementation shall complete observations for children ages birth through 5 years old, three times a year.

How does the coalition solicit voluntary participation?

Attach supporting documentation as **Attachment II.H.**

☐ N/A

I. Provider Payment Rates

Please complete the **Provider Payment Rate Schedule Form** and attach the coalition's procedures for implementing the provider rates as **Attachment II.I.**

Commented [BS16]: Attached – no changes needed on waiver policy

Commented [BS17]: Updated and CLEAN available.

Commented [BS18]: Attached and both edit and CLEAN copies

Commented [BS19]: Copied directly from old plan

Commented [BS20]: Attachment added both edit and CLEAN

Commented [BS21]: Asked Alicia to update this policy to reflect current practices of DEL determining rates and provider process in Mod.

Commented [BS22R21]: Added updated policy with edits and clean version

Coalition Gold Seal Rate__20__%

If Applicable, In Addition to the State Approved Quality Rate, the Coalition Quality Improvement Rate	
Level	**Percent**
1	
2	
3	
4	
5	

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DAILY PAYMENT-RATE SCHEDULE (Effective July 1, 2022)

Baker County Rates

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

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

Bradford County Rates

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

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

Clay County Rates

		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	N/A
(TOD)	12<24 MTH	36.00	7.20	32.00	6.40	27.20	5.44	N/A
(2YR)	24 <36 MTH	31.00	6.20	27.20	5.44	27.20	5.44	N/A
(PR3)	36 <48 MTH	28.00	5.60	25.00	5.00	22.50	4.50	N/A
(PR4)	48 <60 MTH	27.00	5.40	25.00	5.00	20.78	4.16	N/A
(PR5)	60 <72 MTH	27.00	5.40	25.00	5.00	20.78	4.16	N/A
(SCH)	In School	19.26	3.85	15.41	3.08	15.41	3.08	N/A
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	32.33	6.47	N/A

		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	N/A
(TOD)	12<24 MTH	28.00	5.60	26.00	5.20	22.10	4.42	N/A
(2YR)	24 <36 MTH	27.00	5.40	24.00	4.80	18.00	3.60	N/A
(PR3)	36 <48 MTH	25.00	5.00	24.00	4.80	18.00	3.60	N/A
(PR4)	48 <60 MTH	25.00	5.00	24.00	4.80	18.00	3.60	N/A
(PR5)	60 <72 MTH	20.00	4.00	24.00	4.80	18.00	3.60	N/A
(SCH)	In School	12.95	2.59	13.09	2.62	13.09	2.62	N/A
(SPCR)	Special Needs	32.00	6.40	32.00	6.40	32.00	6.40	N/A

Nassau County Rates

		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	N/A
(TOD)	12<24 MTH	33.00	6.60	27.20	5.44	27.20	5.44	N/A
(2YR)	24 <36 MTH	33.00	6.60	26.35	5.27	25.50	4.50	N/A
(PR3)	36 <48 MTH	25.00	5.00	22.50	4.50	22.50	4.50	N/A
(PR4)	48 <60 MTH	25.00	5.00	22.50	4.50	20.78	4.16	N/A
(PR5)	60 <72 MTH	27.00	5.40	21.00	4.20	20.78	4.16	N/A
(SCH)	In School							N/A
(SPCR)	Special Needs	37.00	7.40	36.00	7.20	35.00	7.00	N/A

		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	N/A
(TOD)	12<24 MTH	31.17	6.23	21.25	4.25	21.25	4.25	N/A
(2YR)	24 <36 MTH	31.17	6.23	21.25	4.25	21.25	4.25	N/A
(PR3)	36 <48 MTH	23.60	4.72	18.00	3.60	17.25	3.45	N/A
(PR4)	48 <60 MTH	23.60	4.72	17.25	3.45	16.50	3.30	N/A
(PR5)	60 <72 MTH	23.60	4.72	16.50	3.30	16.50	3.30	N/A
(SCH)	In School	16.94	3.39	15.41	3.08	15.41	3.08	N/A
(SPCR)	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	N/A

Putnam County Rates

		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	N/A
(TOD)	12<24 MTH	28.02	5.60	27.20	5.44	19.90	3.98	N/A
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	17.12	3.42	N/A
(PR3)	36 <48 MTH	20.00	4.00	22.50	4.50	16.05	3.21	N/A
(PR4)	48 <60 MTH	20.00	4.00	22.50	4.50	16.05	3.21	N/A
(PR5)	60 <72 MTH	20.00	4.00	21.00	4.20	16.05	3.21	N/A
(SCH)	In School	16.69	3.34	16.69	3.34	12.52	2.50	N/A
(SPCR)	Special Needs	31.41	6.28	36.00	7.20	23.43	4.69	N/A

		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	N/A
(TOD)	12<24 MTH	22.00	4.40	21.25	4.25	13.60	2.72	N/A
(2YR)	24 <36 MTH	20.00	4.00	21.25	4.25	13.60	2.72	N/A
(PR3)	36 <48 MTH	19.00	3.80	18.00	3.60	12.04	2.41	N/A
(PR4)	48 <60 MTH	19.00	3.80	17.25	3.45	12.04	2.41	N/A
(PR5)	60 <72 MTH	19.00	3.80	16.50	3.30	12.04	2.41	N/A
(SCH)	In School	12.52	2.50	12.52	2.50	12.52	2.50	N/A
(SPCR)	Special Needs	25.00	5.00	29.00	5.80	17.56	3.51	N/A

St. Johns County Rates

		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	N/A
(TOD)	12<24 MTH	43.00	8.60	27.20	5.44	22.95	4.59	N/A
(2YR)	24 <36 MTH	40.80	8.16	26.35	5.27	22.95	4.59	N/A
(PR3)	36 <48 MTH	38.00	7.60	22.50	4.50	20.54	4.11	N/A
(PR4)	48 <60 MTH	35.10	7.02	22.50	4.50	18.83	3.77	N/A
(PR5)	60 <72 MTH	35.10	7.02	21.00	4.20	18.83	3.77	N/A
(SCH)	In School	24.46	4.89	18.49	3.70	18.49	3.70	N/A
(SPCR)	Special Needs	53.00	10.60	36.00	7.20	30.00	6.00	N/A

		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	N/A
(TOD)	12<24 MTH	41.00	8.20	21.25	4.25	21.25	4.25	N/A
(2YR)	24 <36 MTH	38.00	7.60	21.25	4.25	21.25	4.25	N/A
(PR3)	36 <48 MTH	34.00	6.80	18.00	360	17.25	3.45	N/A
(PR4)	48 <60 MTH	33.00	6.60	17.25	3.45	16.50	3.30	N/A
(PR5)	60 <72 MTH	33.00	6.60	16.50	3.30	16.50	3.30	N/A
(SCH)	In School	14.89	2.98	13.87	2.77	13.87	2.77	N/A
(SPCR)	Special Needs	43.20	8.64	29.00	5.80	27.00	5.40	N/A

J. Contracted Slots

Please describe the coalition's use of contracted slots based on the community assessment and attach supporting documentation as **Attachment II.J.**:

In collaboration with DEL, the ELC may determine that there are specific geographic areas, identified by zip codes and poverty tracts from the Child Care Desert Maps, that would benefit from the pilot contracted slots program. When this happens, and resources allow, the ELC may participate in a contracted slots program with specific providers meeting the criteria for participation. Contracted slots will only be available for children between the ages of birth through five years old.

To participate in the Contracted Slots Program, a provider must maintain a status of in good standing and in compliance with the terms and conditions of the provider School Readiness contract, OEL-SR 20 State School Readiness Contract. The provider must provide services to participating children in accordance with the School Readiness contract and must report vacancies within 5 business days of the first undocumented absence.

Provider reimbursement for children participating in Contracted Slots will be in accordance with the School Readiness Contract. Payment will be made for all scheduled days during the contract period for each child enrollment, regardless of whether the child attends. A contracted slot differential will be established in addition to the reimbursement rates, established in the SR Provider contract for children identified as participating in Contracted Slots for days paid in accordance with the SR attendance rules. Unexcused absences and vacancy days, up to the maximum consecutive calendar days for an absent child in the Contracted Slot program will be reimbursed at the rate for the care level of the child enrolled in the Contracted Slot program prior to the vacancy/absence.

☐ ✓ N/A

III. QUALITY ACTIVITIES AND SERVICES

A. Child Care Resource and Referral (CCR&R) and School-Aged Care

Describe the quality activities and services the coalition will implement to enhance child care resource and referral and school-age care.

CCR&R is the point of entry for early care and programs, School Readiness and VPK services. All parents/guardians that request it are given resource and referral information that will help them meet the needs of their families. Through the CCR&R department, we provide families with the most up-to-date, accurate information about childcare and early education opportunities available. The CCR&R department helps families understand the importance of a high-quality early education experience and assists them in locating providers that meet each family's needs by the customization of child care listings. This includes information on the Department of Children and Families (DCF) licensing website, how to search for a provider, child care options, quality indicators and a four-step guidance process to help them in their search for a provider. Once CCR&R information is provided, School Readiness and VPK services are offered to all interested families. Referrals are also made for inclusion services such as early special needs intervention, special needs referrals, warm line contact information and other activities that promote inclusion, such as two inclusion specialists that assist providers in offering inclusive services for children with special needs. All services are provided in a customer-friendly manner, and in accordance with the system requirements of the CCR&R Network of the Division of Early Learning (DEL).

Through community outreach and education, the ELC publicizes early learning services and educates parents/guardians and providers, human service agencies, employers, and community planners in the workplace regarding early childhood services. This includes school readiness and

VPK laws and regulations, availability of early education and care options and quality School Readiness services. CCR&R compiles guides of community resources for each county we serve to help parents and other agencies working with our clients find all available resources needed to provide for the physical, educational, and emotional needs of their children. These are posted online at ecs4kids.org and are also available in printed editions as funding allows. We advertise CCR&R services through our contractor's website and one other venue. Additionally, we attend community events several times a year to do community outreach including active participation Kiwanis and Rotary Clubs. The Coalition C.E.O. and staff actively participate in interagency meetings with other entities that impact early learning, as well as maintaining Kiwanis and Rotary memberships as well as local Chamber of Commerce memberships. Kiwanis is a service organization that focuses on early education and other child issues. The Putnam County Kiwanis partners with The Coalition on their annual ~~Kid Rally and Reading Roundup~~ Kids Fest and Back to School events as well as ~~the Reading Pals program and three-year-old~~ book bag projects.

The ELC, through its Primary Service Provider, works to ensure that there is adequate availability of high-quality school age care as well as care for younger children. We offer provider training and technical assistance in school age care, either through the Primary Service Provider or in partnership with DEL. Additionally, the ELC seeks to recruit additional licensed providers, focusing on family child care homes in particular, to provide school age care.

Ferst Foundation – Based on available funding the ELC may fund books for school readiness children in ~~Baker, Bradford,~~ Nassau~~, and/or other counties~~ county through the Ferst Foundation. The books are sent to School Readiness children who are under school age and include parent activities that promote parents as their child's first teacher.

~~**Toddler/Preschool Festivals**: This is a big festival style event used to raise awareness geared for families with children ages 1-5. The ELC currently holds these events in Clay, Putnam, and St. Johns in partnership with several local partners such as Kiwanis and the Rotary Club. There is live entertainment and tons of activities geared for our youngest learners. The activities include a storytelling and puppet show tent, fishing for books, block zone, car arena, princess parlor with pictures with Cinderella, playdough table and many craft activities. Free books and bike helmets and many free screenings are also available through local health agencies.~~

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 Clay County. 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 15 reading pal volunteers reading in 15 School Readiness centers.

Book Bag Project: This is a book program given away throughout the year. Book bags are distributed to area School Readiness programs in the six counties we serve. In each bag is 10-12 age appropriate books along with educational information for parents on the importance of reading to their child. ECS and ELC staff ensure the bags are personally delivered to child care providers. At the time of delivery a special story time program featuring a different book character is presented. 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 of our providers in

the six counties we serve. The ELC of North Florida works closely with Episcopal Children's Services to host this day long event. Attendees are able to 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. This past year we also included in this event the "Preschool Teacher of the Year" awards. A top teacher was honored from each of our six counties.

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.

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.

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. Videos are made modeling how to read the book and showing lesson plan ideas to go along with the book. These videos are shared with providers on ECS in the Know Facebook page.

Dr. Seuss Celebrations: During the month of March each year we put on 2 or 3 large Dr. Seuss themed literacy events. This is a field trip for providers. Each child receives a free Dr. Seuss book and each teacher receives a bag of Dr. Seuss books for their classroom. There is a story time featuring special guest "The Cat in the Hat" followed by activities all centered on different Dr. Seuss books.

Book Donations: Throughout the year the ELCNF receives book donations from different organizations. These books are then donated to different providers or given to ECS staff who give them to clients registering for our services. 400 books were donated in 2021-2022.

Please attach any supporting documentation as **Attachment III.A.**

Commented [BS23]: Attachment not needed as I was able to add info in plan doc.

B. Infant and Toddler Early Learning Programs

Describe the quality activities and services the coalition will implement to enhance infant and toddler early learning programs.

The Coalition's Primary Service Provider employs Education Specialists, who provide on-site technical assistance, coaching and modeling to school readiness programs serving infant and toddlers by promoting the group-care philosophy of small groups, primary care, and continuity of care. We use the Lastinger Center coaching model which centers around the CLASS assessment which is provided upon request and in all Enrichment Centers as agreed to by providers requesting enrichment services. When appropriate, an ERS assessment may be used as well with permission of the childcare program. The specialists work with infant/toddler classrooms by providing activities that focus on a variety of skills, such as problem-solving, social/emotional development and language and literacy. Additionally, the specialists provide technical assistance on room arrangement that enhances infant and toddler creative abilities, expands oral language, encourages incorporating words with an activity, and assists children in making choices that help develop confidence. The specialists also provide information, techniques, and education on reducing the risk of Sudden Infant Death Syndrome (SIDS) and Shaken Baby Syndrome, and promoting health, wellness, and safety issues. Provider training is offered online and in person based on the CLASS assessment, Lastinger Center coaching model and support the CDA subject areas.

Please attach any supporting documentation as **Attachment III.B.**

Commented [BS24]: No attachment Needed

C. Inclusive Early Learning Programs

Describe the quality activities and services the coalition will implement to enhance inclusive early learning programs.

The Coalition's contractor employs an Inclusion Specialist and maintains a Warm Line to provide training, technical assistance, and other supports to school readiness providers. Assistance may include the purchase of materials to aid in creating an inclusive environment. The Inclusion Specialist works with providers to improve behavior management techniques, make accommodations for children with special needs, and serve as a model for teachers learning to respond appropriately to the needs of children with serious health issues. The Inclusion Specialist is able to ensure that children with identified development concerns receive the specialized services to which they are entitled. Inclusion Specialists also may request the purchase of inclusive classroom materials as need and funding allow.

The ELC raises community awareness of the inclusion of children with special needs. The Inclusion Specialist creates and/or distributes

materials about issues affecting inclusion and collaborates with community partners to promote inclusion. The Inclusion Specialist provides assistance and education to providers and parents for all special needs children and those with special health needs, regardless of their subsidized status, and facilitates networking with the appropriate community resources as needed.

Inclusion topics appear on the Master Training Calendars. Inclusion-related training courses are offered during each calendar year and are available in a variety of locations.

Please attach any supporting documentation as **Attachment III.C.**

Commented [BS25]: No attachment needed

D. Quality Improvement Strategies

Describe the quality improvement strategies the coalition will use as part of the program assessment Quality Improvement Plan.

When Quality Improvement Plans (QIP) are required for child care providers whose CLASS scored fall below the Contract Minimum Threshold set in DEL rule to contract with the ELC, the ELC will follow the guidelines in Exhibit 3: Quality Improvement Plan Selection of the DEL Provider School Readiness contract, Form OEL SR-20. Strategies selected may be any of those listed in Exhibit 3 but that no program will be allowed to implement more than 2 strategies. Strategies will be chosen by the ELC through its primary service provider based on several factors including the strategy's appropriateness to address the concerns highlighted from the CLASS assessment, available resources and provider trainings and technical assistance in which the provider and staff have previously participated. The ELC will also consider the preference of the child care provider if the provider expresses a preference for a QIP that adequately addresses the provider's specific needs.

Please attach the coalition's policies and procedures as **Attachment III.D.**

Commented [BS26]: No attachment needed. In Core Doc.

IV. FINANCIAL MANAGEMENT

A. Budget

Please attach a copy of the coalition's budget report as **Attachment IV.A. Coalition Budget Report**.

B. Prior Year Revenues and Expenditures

Please attach a copy of the coalition's revenue and expenditure report as **Attachment IV.B. Coalition Revenue and Expenditure Report.**

Commented [BS27]: Attached together – didn't change anything.

V. MONITORING

A. Monitoring Plan and Procedures

Please attach a copy of the coalition's policies and procedures for monitoring SR Program providers as **Attachment V.A.**

Commented [BS28]: Added updated policy, Tier I – Tier II. ELC – added what was already approved

B. Grievance/Complaint Resolution

Please attach a copy of the grievance policies and procedures that address complaints made by parents and child care providers as **Attachment V.B.**

Commented [BS29]: Added and updated OEL to DEL and Fraud Plan to Anti-Fraud Plan with revision date at top.

VI. COALITION PLAN VALIDATION

A. Public Input

Please attach copies of proof of public input, such as coalition minutes as **Attachment VI.A.**

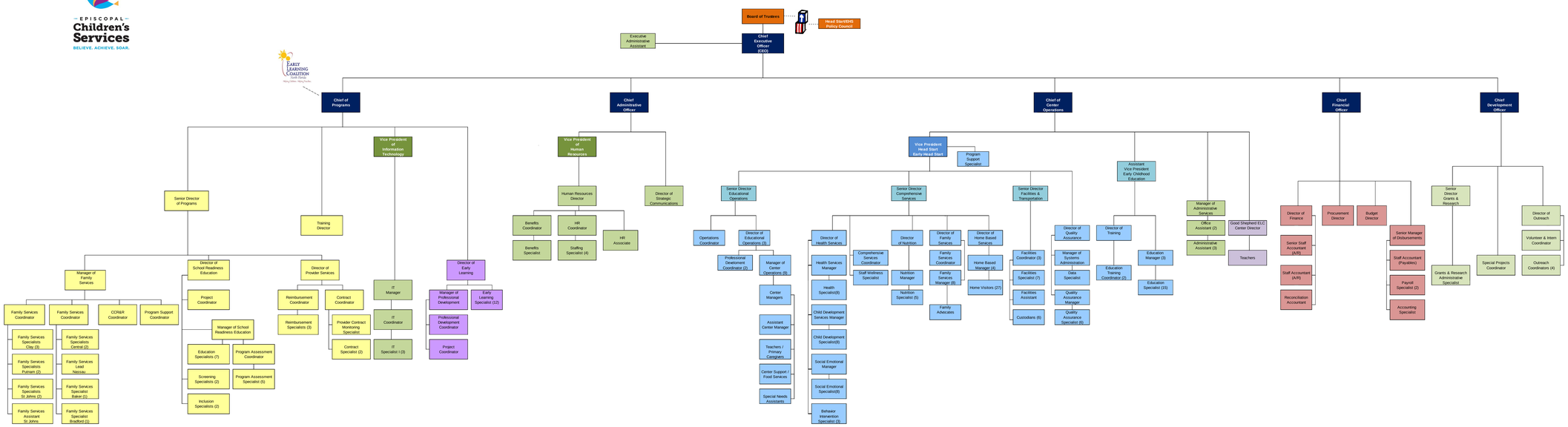
Commented [BS30]: Attached what ELC previously provided.

Commented [TD31R30]: I will submit updates to this once the December 7, 2022 board packet uploaded to ELC website and minutes are done.

By signing below, I hereby certify that all information provided in this plan is accurate and complete to the best of my belief and knowledge. I certify that all services will be provided in accordance with the plan as approved by the Florida Division of Early Learning (DEL). I further certify that the local services will be provided in compliance with all applicable federal, state, and local laws and regulations and the State Child Care and Development Fund Plan approved by the Federal Department of Health and Human Services.

Chair Signature:	_____	Executive Director:	_____
Printed Name:	_____	Printed Name:	_____
Date Signed:	_____	Date Signed:	_____

EPISCOPAL
Children's Services
BELIEVE. ACHIEVE. SOAR.



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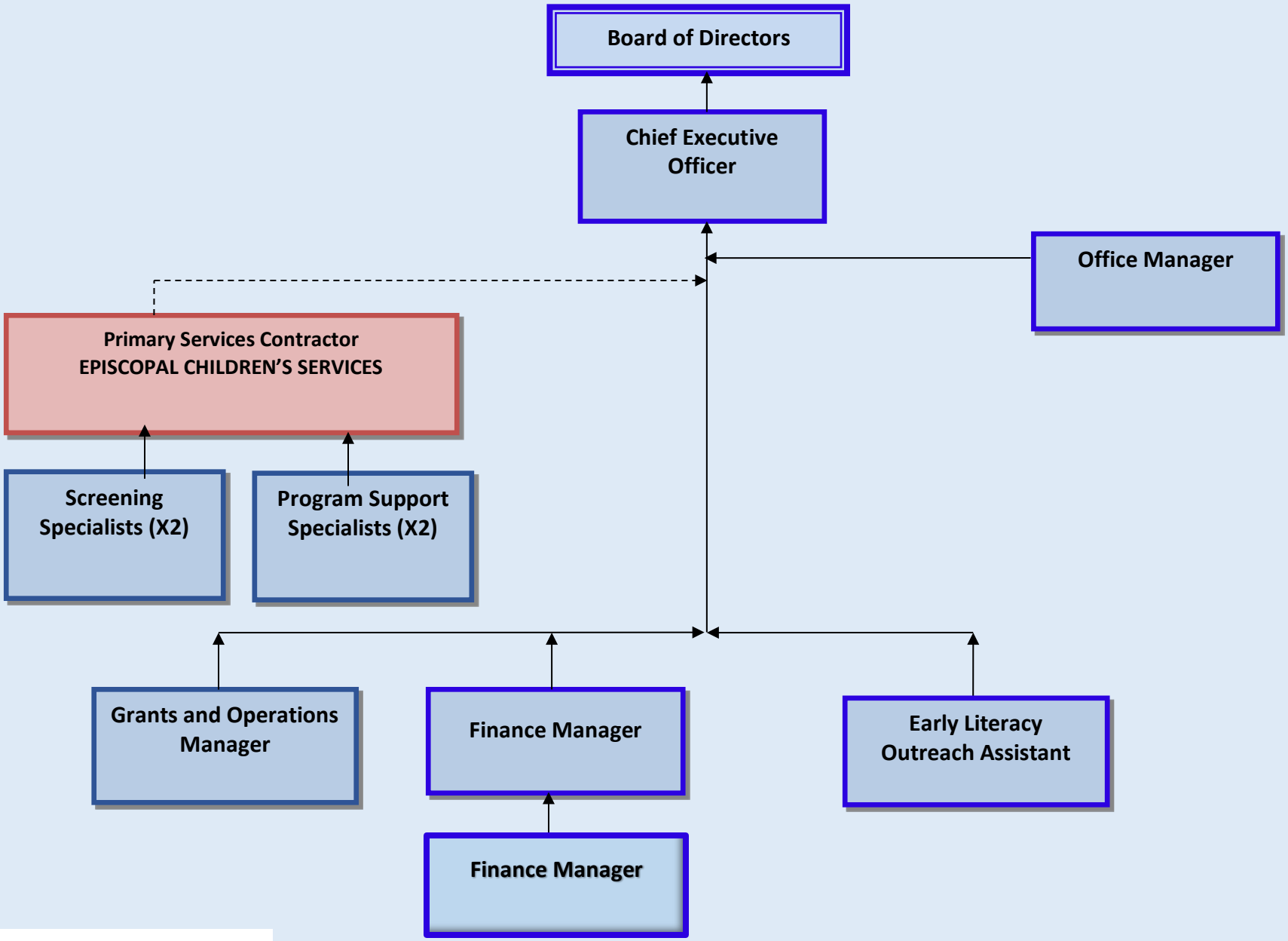

Effective: July 1, 2022

Early Learning Coalition of North Florida, Inc.

Attachment I. H. Record Maintenance, Retention and Confidentiality for Episcopal Children's Services

Records for eligibility and enrollment files, provider payments, coalition contracted staff background screenings, procurement, fiscal records and other documents required for the implementation of the school readiness and VPK programs and the monitoring there of are to be kept for 5 years or until any outstanding issues are resolved whichever date is later in accordance with the ~~OEL~~ Division of Early Learning (DEL) and ELC Grant Agreement, State of Florida-General Records Schedule-For State and Governmental Agencies GS-1SL or Federal requirements. Provider sign-in and sign-out documentation, enrollment and attendance certifications, documentation to support excused absences and proof of parent co-payments are required to be maintained by the childcare provider for 5 years or until any outstanding issues are resolved whichever date is later. Should the provider cease to contract with the ELC for any reason, the provider is contractually obligated to turn into ECS and the ELC all attendance records for the previous 5 years. ECS will store those records as described above.

All confidential records that are in the ECS's possession that are no longer legally required to be kept will be shredded or deleted. Many child, family and provider records are now stored in EFS Mod and are in the possession of ~~OEL~~DEL. At no time will records containing confidential information be discarded without shredding first.

ECS will maintain on site and if requested with the ELC of North Florida, for appropriate monitoring and audit purposes, verification of all coalition contracted staff personnel assigned to work on this contract.

Audit reports will be kept based on Florida's Single Audit Act, s. 215.97, F.S.

Attendance records may not be altered or amended after December 31 of the subsequent year.

(1) Public records shall be maintained and preserved as follows:
   (a) All public records should be kept in the buildings in which they are ordinarily used.
   (b) Insofar as practicable, a custodian of public records of vital, permanent, or archival records shall keep them in fireproof and waterproof safes, vaults, or rooms fitted with noncombustible materials and in such arrangement as to be easily accessible for convenient use.
   (c) 1. Record books should be copied or repaired, renovated, or rebound if worn, mutilated, damaged, or difficult to read.
      2. Whenever any state, county, or municipal records need repair, restoration, or rebinding, the head of the concerned state agency, department, board, or

commission; the board of county commissioners of such county; or the governing body of such municipality may authorize that such records be removed from the building or office in which such records are ordinarily kept for the length of time required to repair, restore, or rebind them.

Any public official who causes a record book to be copied shall attest and certify under oath that the copy is an accurate copy of the original book. The copy shall then have the force and effect of the original.

ECS policy establishes proper records maintenance and retention regarding record confidentiality per the current Grant Agreement between ~~OEL~~ DEL and the early learning coalitions and reflected in the ELC of North Florida's contract with ECS as follows:

Those employed by ECS, contractors, and/or vendors hired by the ECS must follow the guidelines as stated below:

As an organization that accepts public funding, in some cases, the Coalition and ECS is under the Public Right to Access of Information requirements in Florida Statute (Section 402.27{2}) for some of the funding used to assist consumers. ECS and its contractors, and/or vendors will follow all applicable legislative requirements referenced in this statute accordingly.

Records Access and Confidentiality

1. All Coalition and ECS records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the ECS to maintain records in a location that is accessible to the public.
2. Childcare providers are required to (1) protect the confidentiality of child and family information, (2) have all staff complete confidentiality agreements, (3) have processes in place to protect the privacy of child and family information, and (4) maintain confidentiality agreements to provide to ECS, the Coalition upon request.
3. In accordance with section 1002.97, F.S, the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by ECS, the Coalition or D~~O~~EL, 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, Florida Statutes, 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 Coalition and ECS 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.
6. The Coalition and ECS shall allow access to SR and VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively. Individuals and organizations eligible to receive records include childcare providers, the parent, the Coalition, the ~~Office~~ Division of Early Learning, and other entities identified in s. 1002.97, F.S.

Private Protections

1. Confidential information concerning any individual, client, or community member will only be discussed in an official capacity between personnel who have a need to know.
2. All applicable laws and regulations governing information about mental health, consumers, victims of domestic violence, drug and alcohol treatments, and HIV/AIDS shall be strictly always enforced.
3. Where electronic records are maintained, only the confidential information that is necessary to effectively plan, manage, and evaluate early learning services, as provided by that organization, will be maintained. Under no circumstances shall confidential information be shared by an authorized individual with another authorized individual through unsecured electronic submission of data.
4. Personnel who routinely handle and process confidential consumer information should have locked access to work areas.
5. Files should not be left in plain view of those who have no need to know.
6. Outdated information should be shredded or properly disposed of.

When confidential information is used for educational or other purposes, every effort shall be made to disguise the identity of those discussed. Such information will only be shared in an education setting in an environment not open to spectators. In the case of photographs, videos, or films, that consumer or appropriate representative granting their permission to use their likeness in appropriate manners must sign a release.

ECS will not conduct, participate in, or permit research involving persons served, other than to provide aggregate data that does not identify individual consumers.

Release of Information

To document the transaction of Coalition work requires recording sensitive and privileged information that relates to those transactions. The following shall be followed:

1. ECS, its contractors, and/or vendors are required to keep and maintain confidentiality of parental and child information that includes names, addresses, and all other information that may tend to identify a parent, child, or other

family member or guardian or other individual requesting information or services. The nature of information sought by a particular person and that person's response to information requested by ECS, its service providers, contractors, and/or vendors is also included.

2. All requests for information must be submitted in writing and with reasonable specificity as to what records are desired. The Chief Executive Officer or appropriate Officer shall be considered the legal "custodian" of the records maintained by service providers, contractors, and/or vendors hired by ECS.
3. Records are declared as confidential and access is limited to authorized persons, with exception to records that may be considered public information such as the employee's full name, date(s) of hire, present and past classification as employee, and present and past rate of pay.
4. Information and records that are obtained in the course of official duties may not be released to or shared with unauthorized persons.
5. Persons requesting access to files must prove a need to know.
6. Information may only be obtained because of written permission by the affected person to authorize release of such information.
7. No information will be released without the prior written consent of the affected person. In such cases, a hard copy of data will be provided.
8. Coalition or service provider/contractor/vendor staff may not provide data copied from the database that includes confidential parent information not subject to disclosure.
9. A copy of the signed consent form should be provided to the person providing consent and another placed in the case record as appropriate.
10. The release or access to specific consumer files requires signed consent from the consumer prior to release of information and every effort should be made to release to the requestor information only that accommodates the official need of the requestor.
11. The consumer should specify the type of confidential information to be released per request (Attachment).
12. Confidential information will be shared with persons with valid requests when it is deemed that immediate danger to the entity or other entities are involved. Immediate danger would be those situations such as awareness that staff may be being stalked or that a child may be in potential danger of being abducted by a non-custodial parent.
13. All physical records of application and enrollment of children, including family income, and educational and medical background, should be kept in the child or family's individual folder in locked files whether in the office or center. All similar electronic records will be encrypted or secured by 2 factor authentication.
14. Keys will be available to other designated staff if appropriate.
15. Only information necessary for the provision of services will be released to Coalition and/or service provider/contractor/vendor staff or other entities.

16. In the case of the latter, ECS's Chief Executive Officer or other appropriate Officer will determine if the request is valid meaning whether it is justifiable, legitimate, legally permissible, and in the best interest of the person served.
17. Blanket consent forms signed by persons served when service is initiated do not meet the requirements of this standard. A system for maintenance and destruction of sensitive documents will be developed and maintained in all such cases.
18. When permitted by law, confidential information may be released without the informed, written consent of the person or legal guardian. The release of aggregate data that does not identify individual consumers may not require a signed release. An example would be court orders or subpoenas that request the release of confidential information.

ECS prohibits the release of information for involuntary participation of consumers served in public performances services without the informed consent of that person of his/her parent or guardian. When consumers participate in PUBLIC events, consent MAY not be required. Persons served in public performances will not be coerced into use of public statements that express gratitude to Coalition or funders. Photographs, videotapes, audio taped interviews, artwork, or creative writing for public relations or fundraising purposes will not be released without the informed consent of that person, or his/her parent or legal guardian.

Changes/Revisions:

Date of Change/Revision	Person making change/revision	Change/Revision
2/26/2009	T. Matheny	Added: ... or Federal requirements. All confidential records that are no longer legally required to be kept should be shredded.
4/20/2015	T. Matheny	.., coalition contracted staff background screenings, fiscal records ECS will maintain on site and if requested with the ELC of North Florida, for appropriate monitoring and audit purposes, verification of

		all coalition contracted staff personnel assigned to work on this contract. Audit reports will be kept based on Florida's Single Audit Act, s. 215.97, F.S. At no time will records containing confidential information be discarded without shredding first. eligibility and enrollment files, provider payments, coalition staff background screenings, and other documents required for the implementation of the school readiness and VPK programs Attendance records may not be altered or amended after December 31 of the subsequent year. Section concerning maintenance and preservation.
2/08/2021	**T. Matheny**	**Updated policy to recognize EFS Mod, electronic records, etc. Added section on record confidentiality.**
8/22/22	**B. Spangler**	**Change OEL to DEL**

Attachment I. H. ELC Record Retention Policies

This is a document combining the following ELC policies; OP201, HR204, F106, F702, and F705.

REVISIONS:
Policy Number Revised 12/07/22:
HR204.

OP201 Confidentiality Policy and Procedures

Effective Date: 02/19/08
Revision Date: 08/05/09, 02/01/12, 06/06/12, 02/12/13, 11/05/14, 03/16/16

Confidentiality Policy and Procedures

(Including Contractor/Vendor Agreement, All-Media Release Form - for Individuals, All-Media Release Form - for Groups, and Employee Agreement)

POLICY STATEMENT

Confidential information concerning any individual, client, or community member will be privileged communication and will be respected with regard to confidentiality. The Coalition complies with all applicable laws regarding confidentiality and privacy protections including, but not limited to, laws and regulations governing information. The Coalition also requires that all service providers, contractors, vendors or others working for or with the Coalition in any capacity will comply with this policy.

PROCEDURES

Those employed by the Coalition or employees/contractors of service providers, contractors, and/or vendors hired by the Coalition must follow the guidelines as stated below:

As an organization that accepts public funding, in some cases, the Coalition is under the Public Right to Access of Information requirements in Florida Statute (Section 402.27{2}) for much of the funding used to assist consumers. The Coalition, its service providers, contractors, and/or vendors will follow all applicable legislative requirements referenced in this statute accordingly.

Records Access and Confidentiality

1. All Coalition records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the Coalition to maintain records in a location that is accessible to the public.
2. Childcare providers are required to (1) protect the confidentiality of child and family information, (2) have all staff complete confidentiality agreements, (3) have processes in place to protect the privacy of child and family information, and (4) maintain confidentiality agreements to provide to the Coalition upon request.
3. In accordance with section 1002.97, F.S, the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by the Coalition or OEL, 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, Florida Statutes, 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 Coalition 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.
6. The Coalition shall allow access to SR and VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively. Individuals and organizations eligible to receive records include childcare providers, the parent, the Coalition, the Office of Early Learning, and other entities identified in s. 1002.97, F.S.

Private Protections

1. Confidential information concerning any individual, client, or community member will only be discussed in an official capacity between personnel who have a need to know.
2. All applicable laws and regulations governing information about mental health, consumers, victims of domestic violence, drug and alcohol treatments, and HIV/AIDS shall be strictly enforced at all times.
3. Where electronic records are maintained, only the confidential information that is necessary to effectively plan, manage, and evaluate early learning services, as provided by that organization,

will be maintained. Under no circumstances shall confidential information be shared by an authorized individual with another authorized individual through unsecured electronic submission of data.

4. Personnel who routinely handle and process confidential consumer information should have locked access to work areas.
5. Files should not be left in plain view of those who have no need to know.
6. Outdated information should be shredded or properly disposed of.

When confidential information is used for educational or other purposes, every effort shall be made to disguise the true identity of those discussed. Such information will only be shared in an education setting in an environment not open to spectators. In the case of photographs, videos, or films, that consumer or appropriate representative granting their permission to use their likeness in appropriate manners must sign a release.

The Coalition will not conduct, participate in, or permit research involving persons served, other than to provide aggregate data that does not identify individual consumers.

Release of Information

To document the transaction of Coalition work requires recording sensitive and privileged information that relates to those transactions. The following shall be followed:

1. The Coalition, its service providers, contractors, and/or vendors are required to keep and maintain confidentiality of parental and child information that includes names, addresses, and all other information that may tend to identify a parent, child, or other family member or guardian or other individual requesting information or services. The nature of information sought by a particular person and that person's response to information requested by the Coalition, its service providers, contractors, and/or vendors is also included.
2. All requests for information must be submitted in writing and with reasonable specificity as to what records are desired. The Coalition C.E.O. shall be considered the legal "custodian" of the records maintained at the Coalition level. The Chief Executive Officer or appropriate counterpart shall be considered the legal "custodian" of the records maintained by service providers, contractors, and/or vendors hired by the Coalition.
3. Records are declared as confidential and access is limited to authorized persons, with exception to records that may be considered public information such as the employee's full name, date(s) of hire, present and past classification as employee, and present and past rate of pay.
4. Information and records that are obtained in the course of official duties may not be released to or shared with unauthorized persons.
5. Persons requesting access to files must prove a need to know.
6. Information may only be obtained as a result of written permission by the affected person to authorize release of such information.
7. No information will be released without the prior written consent of the affected person. In such cases, a hard copy of data will be provided.
8. Coalition or service provider/contractor/vendor staff may not provide data copied from the database that includes confidential parent information not subject to disclosure.
9. A copy of the signed consent form should be provided to the person providing consent and another placed in the case record as appropriate.
10. The release or access to specific consumer files requires signed consent from the consumer prior to release of information and every effort should be made to release to the requestor information only that accommodates the official need of the requestor.
11. The consumer should specify the type of confidential information to be released per request (*Attachment)***.**
12. Confidential information will be shared with persons with valid requests when it is deemed that immediate danger to the entity or other entities are involved. Immediate danger would be those situations such as awareness that staff may be being stalked or that a child may be in potential danger of being abducted by a non-custodial parent.
13. All records of application and enrollment of children, including family income, and educational and medical background, should be kept in the child or family's individual folder in locked files whether in the office or center.
14. Keys will be available to other designated staff if appropriate.

15. Only information necessary for the provision of services will be released to Coalition and/or service provider/contractor/vendor staff or other entities.
16. In the case of the latter, the Coalition's C.E.O. or service provider/contractor's Chief Executive Officer or counterpart will determine if the request is valid meaning whether it is justifiable, legitimate, legally permissible, and in the best interest of the person served.
17. Blanket consent forms signed by persons served when service is initiated do not meet the requirements of this standard. A system for maintenance and destruction of sensitive documents will be developed and maintained in all such cases.
18. When permitted by law, confidential information may be released without the informed, written consent of the person or legal guardian. The release of aggregate data that does not identify individual consumers may not require a signed release. An example would be court orders or subpoenas that request the release of confidential information.

The Coalition prohibits the release of information for involuntary participation of consumers served in public performances services without the informed consent of that person of his/her parent or guardian. When consumers participate in PUBLIC events, consent MAY not be required. Persons served in public performances will not be coerced into use of public statements that express gratitude to Coalition or funders. Photographs, videotapes, audio taped interviews, artwork, or creative writing for public relations or fundraising purposes will not be released without the informed consent of that person, or his/her parent or legal guardian.

Early Learning Coalition of North Florida, Inc.

CONTRACTOR/VENDOR CONFIDENTIALITY AGREEMENT

CONTRACTOR/VENDOR
NAME (PRINT): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

As a contractor/vendor of the Early Learning Coalition of North Florida, Inc.,
I, _____, contractor/vendor representative, have been provided a copy of the Coalition's Confidentiality Policy and Procedures (policy #OP201) and attest that the following confidentiality guidelines will be followed during the course of work performed for, or in the capacity of, the Coalition:

1. Confidential information* concerning any individual, client, or community member will only be discussed in an official capacity between personnel who have a need to know.
2. All confidential information is the exclusive property of the Coalition and all records (paper, electronic, etc.) must be returned to the Coalition immediately upon termination of this agreement.
3. All applicable laws and regulations governing information about mental health, consumers, victims of domestic violence, drug and alcohol treatments, and HIV/AIDS shall be strictly enforced at all times.
4. Where electronic records are maintained, only the confidential information that is necessary to effectively plan, manage, and evaluate early learning services, as provided by that organization, will be maintained. Under no circumstances shall confidential information be shared by an authorized individual with another authorized individual through unsecured electronic submission of data.
5. Personnel who routinely handle and process confidential consumer information should have locked access to work areas.
6. Files should not be left in plain view of those who have no need to know.
7. Outdated information should be shredded or properly disposed of.

Representative's Signature: _____

Date: _____

*Confidential Information is defined as all data and information relating to the business and management of the Coalition, including proprietary and trade secret technology and accounting records to which access is obtained by the Contractor/Vendor, including work product, production processes, other proprietary data, business operations, computer software, computer technology, marketing and development operations, and clients.

Early Learning Coalition of North Florida, Inc.

ALL-MEDIA RELEASE FORM – FOR INDIVIDUALS

Date:_____

Location:_____Event:_____

Release For Children

I,_____, give permission for images of my child(ren) _____ that appear in photographs, videos and/or audio recordings to be used by Early Learning Coalition of North Florida, Inc. (Coalition), its assigned agents or successors. This may include print, broadcast, electronic or other media deemed appropriate by Coalition. Furthermore, I hereby consent that such photographs, films and recordings made shall be the Coalition's property, and the Coalition shall have the right to sell, duplicate, reproduce and make use of such photographs, film recording, tapes as they may desire, free and clear of any claim whatsoever on my part.

NAME (PRINT): _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Release For Adults

I, _____, being of legal age, hereby consent that the photographs and videos in which I appear, and/or audio recordings made of my voice to be used by the Early Learning Coalition of North Florida, Inc. (Coalition) its assigned agents or successors. This may include print, broadcast, electronic or other media deemed appropriate by the Coalition. Furthermore, I hereby consent that such photographs, films and recordings made shall be the property of the Coalition, and that shall have the right to sell, duplicate, reproduce and make use of such photographs, film recordings, tapes as they may desire, free and clear of any claim whatsoever on my part.

NAME (PRINT): _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Early Learning Coalition of North Florida, Inc.

ALL-MEDIA RELEASE FORM – FOR GROUPS

Date:_____ Location:_____ Event:_____

By completing and signing the information below, I give permission for images of my child(ren) and/or myself and other adult(s) with me that appear in photographs, videos and/or audio recordings to be used by Early Learning Coalition of North Florida, Inc. (Coalition), its assigned agents or successors. This may include print, broadcast, electronic or other media deemed appropriate by Coalition. Furthermore, I hereby consent that such photographs, films and recordings made shall be the Coalition's property, and the Coalition shall have the right to sell, duplicate, reproduce and make use of such photographs, film recording, tapes as they may desire, free and clear of any claim whatsoever on my part.

Parent/Guardian Name (Print)	Child(ren)'s Name(s) (Please complete one per row)	Street Address / P.O. Box	City	State	Zip	Parent / Guardian's Signature

Early Learning Coalition of North Florida, Inc.

EMPLOYEE CONFIDENTIALITY AGREEMENT

By signing this agreement, I, _____ attest that I
(print full name)

have read, understood, and agree to abide by the Early Learning Coalition confidentiality policy and procedures.

I understand that if I am found to have violated any part of this policy and procedures, that it would be grounds for disciplinary action up to and including termination.

I also understand that I will receive a copy of this entire policy, including a copy of this form with my signature.

_____
Signature

_____
Date

HR204 Employment Reference/Criminal History Checks

Effective Date: 02/19/08
Revision Date: 04/07/10, 02/02/11, 08/03/11, 06/06/12, 08/24/12, 02/12/13, 04/03/13, 11/05/14, 03/16/16, 09/21/16, 02/01/17, 02/07/18, 11/07/18, 06/12/19, 12/07/22

The Coalition will conduct reference and criminal history checks on all prospective and current employees, as well as volunteers, as outlined within this policy. The Coalition will ensure appropriate screenings are processed for contractors as well.

QUALIFIED ENTITY

A "qualified entity", as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.

The Coalition is a qualified entity and therefore is registered with the Florida Department of Law Enforcement (FDLE).

The Coalition requires any sub-recipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under agreement screened in a manner consistent with s. 943.0542, F.S.

For monitoring and audit purposes, the Coalition maintains on file verification for all Coalition personnel and any sub-recipient or contractor's personnel per the guidelines of the OEL Grant Agreement current during the time of background screening processing.

REFERENCES/CREDENTIALS

The Coalition will verify (for all employees and volunteers) where applicable; clear background screenings, educational and professional credentials, and employment history/references prior to the first day of employment/assignment.

The Coalition will verify the highest level of education claimed (if the position requires), applicable professional licenses claimed (if position requires), and employment history (if position requires) for Coalition staff AND for Qualified Entities that are subrecipients/subcontractors and their staff.

Documentation of these verifications will be maintained by the Coalition.

CRIMINAL BACKGROUND SCREENING PROCEDURE

1. As applicable, the potential or current employee (or volunteer) must have a criminal background check processed prior to the first day of employment (or volunteer work), and screened in a manner consistent with Section 943.0542, F.S. The Coalition shall arrange for and pay all costs for the

background screenings. If appropriate, the applicant and employee must meet criteria for background screening as required for child care personnel in child care licensing regulations.

If FDLE determines that the ELC meets the definition of "Qualified Entity," but determines that certain ELC employee(s) are not providing child care or child care placement, while having access to confidential information, the ELC staff shall receive the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

2. The personnel staff will complete and submit the appropriate paperwork for the criminal background check and other necessary paperwork as required by the Department of Children and Families upon employment and (at a minimum of) every five (5) years thereafter. The following paperwork may be included:

a. **Affidavit of Good Moral Character** – All candidates must complete this form and have it notarized before employment. This form is available from the Department of Children and Families (DCF) District Screening Office. Human Resources will stress to the candidate the importance of this requirement and ensure that the candidate clearly understands it.

b. **Local Criminal Records** – The personnel staff will complete the Request for a Local Law Enforcement Check and send it to the sheriff office in Baker, Bradford, Clay, Nassau, Putnam, and/or St. Johns counties.

c. **Employment History/Reference Checks** – Conducted by the personnel staff, these checks should cover a two-year period preceding employment in the screened position and should exclude periods of unemployment. The potential applicant and current employee may be subject to additional background reviews depending upon their job specifics.

d. **State and Federal Criminal Records** – The Coalition's personnel staff will instruct the candidate (or employee) to complete a "Live Scan" of their fingerprints with a vendor approved by the Coalition, to be sent to the FDLE (Florida Department of Law Enforcement) and the FBI (Federal Bureau of Investigation) for clearances. Effective July 1, 2012 all new employees will be screened, unless they have a current DCF clearance under five (5) years old and have had no break in service (or break in service under 90 days). Also effective July 1, 2012 all current employees will be re-screened on or before the five-year anniversary date of the last screening and thereafter if the individual continues performing under the OEL agreement (for the Coalition).

e. **States other than Florida, if Resided in the Preceding Five Years** – If new or rescreening staff have lived out of the state of Florida at any time during the preceding five years, the DCF instructions will be followed, per DCF e-mail 10/10/16, "Updates to Background Screening Process". This document is available on the Coalition's share drive folders, "Policies and Procedures", then "Referenced Documents-Regulations".

NOTE: The full background screening may not be necessary for candidates transferring from another employer where he/she was screened, or for candidates who have had their fingerprints taken and processed by a Florida public school board provided that in either case there has not been more than a 90-day break in service.

3. **Volunteers and Board Members**

Any volunteer who will have contact with children 10 hours per month or MORE is required to have a Level II screening. Volunteers may only be approved for assignments once the background checks have been received and are clear. Volunteers still in service after five (5) years will be re-screened.

All potential and current volunteers (including board members) who will have contact with children on an intermittent basis (LESS than 10 hours per month) are NOT required to be background screened as long as a person who meets the Level II background screening requirements (as set forth in s. 435.04, F.S) has the volunteer in his or her line of sight during any interaction with children (per 2012/2013 Grants Agreement section (45)(a) and e-mail correspondence from Kathy Summers, OEL Business Analyst dated 02/27/13 with OEL Memorandum dated November 19, 2012 "Background Screening Follow-Up Guidance").

Reading Pals

Although not required, the Coalition may process Level I screenings for volunteers of its "Reading Pals" program. The Coalition also ensures that the volunteers do not meet or exceed 10 hours per month contact with children. Reading Pal volunteers complete the Coalition's Volunteer Application and Affidavit of Good Moral Character. Upon completion, the Coalition personnel staff submits a request to the local county Sheriff's Office (of the volunteer's place of residence) for a local criminal background check. Also, the Coalition personnel staff performs a database search on the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov/Core/Portal.aspx), and the FDLE sexual offender/predator search website.

4. The personnel staff will track receipt of the local and FDLE criminal history checks results. When the results are received, the personnel staff will input the records into the applicant's/employee's personnel file and will track and monitor the 5-year re-screening dates.

5. **If the local law check or FDLE transaction listing on the applicant/employee are returned with any charges**, the C.E.O. will review the charge(s). Additional information, such as disposition, should be requested from the applicant/employee and reviewed regarding the charge(s). The applicant/employee should be advised both by telephone and in writing of the needed documentation, and should be given a deadline to submit the paperwork. If it is a current employee, and the employee needs any time off to obtain documentation, the C.E.O. will notify the supervisor of the needed time. (The nature of the need for time off, including charges should be kept confidential and not shared with the Supervisor.)

6. Where applicable, the C.E.O. or designee will determine if the applicant/employee is disqualified from employment based on Section 435.03 and 435.04, Florida Statutes. Assistance should be requested from DCF to make this determination. If the applicant/employee has committed an offense listed on the Good Moral Character Affidavit/Attestation, they may be considered disqualified for hire and may be terminated or placed in a position for which background screening is not required. Exemptions from such disqualification may be taken into consideration on a case-by-case basis.

7. **If the applicant/employee is disqualified due to his/her criminal background check results**, the C.E.O. or designee will follow appropriate procedures for notifying the applicant/employee in compliance with Department of Children & Families. A copy of the notification letter must also be sent to DCF along with the transaction listing and any associated court documents received.

If the applicant/employee is disqualified due to federal (FBI) results, DCF will notify the Coalition. The Coalition must then immediately remove the employee from his/her assignment.

8. The personnel staff will maintain the Affidavit/Attestation of Good Moral Character, results of local, FDLE and federal (FBI) criminal history information and other related correspondence, and the employment history checks in the applicant's/employee's personnel file. This file will be kept in a secured area to ensure confidentiality.

9. **Each Coalition employee, subcontractor employee, or volunteer for either organization, is required to notify the Coalition immediately or the next business day of being arrested for any criminal offense**. The Coalition will review the alleged offense within 48 hours of notification. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day. The Coalition will determine if the offense is one that would exclude the employee (or volunteer) under either the level I or level II background screenings (whichever is applicable), and if so remove the employee (or volunteer) from their assignment/position or remove them from working on a contract, if applicable. The employee (or volunteer), or contract staff, may not return to their work until cleared of all charges that would exclude the employee under a level 2 background screening.

SUBRECIPIENT/SUBCONTRACTOR/CONTRACTOR COMPLIANCE

1. Any subrecipient, contractor or subcontractor who does not meet the definition of "Qualified Entity" or who FDLE has determined does not meet the definition of "Qualified Entity" or whose employee(s) does not meet the definition but that employee(s) ~~who~~ will perform duties under contract with the Coalition and ~~who is~~ are permitted unsupervised access to ~~a child care location while children are present, or who will have access to~~ Coalition or DEL confidential information (about the children in care or their family or child care providers) shall comply with all of the above. However, the screening shall only include the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

   At the time of Contract approval, or change in staff during the course of a contract, the Coalition will supply the Contractor with the "Contract Employee Request and Approval Form" to ensure all applicable screenings are processed. The Contractor will have to submit the completed form with the cleared level II background screening documents, job descriptions, resume/work history, educational credentials and licenses required.

   Once the Coalition has reviewed all documents, the Office Manager will approve, sign, date, and send back to the Contractor allowing the staff person to work on the Coalition's contract. If they are not approved, the Coalition's Office Manager will sign THAT portion of the form and follow-up with the Contractor regarding that decision.

2. 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.

F106 POLICY ON SUSPECTED MISCONDUCT

Effective Date: 08/28/07
Revision Date: 03/19/08, 08/05/09, 03/16/16, 12/07/16

Introduction

This policy communicates the actions to be taken for suspected misconduct committed, encountered, or observed by employees and volunteers.

Like all organizations, the Coalition faces many risks associated with fraud, abuse, and other forms of misconduct. The impact of these acts collectively referred to as misconduct throughout this policy, may include, but not be limited to:

- Financial losses and liabilities
- Loss of current and future revenue and customers
- Negative publicity and damage to the Coalition's good public image
- Loss of employees and difficulty in attracting new personnel
- Deterioration of employee morale
- Harm to relationships with clients, vendors, bankers, and subcontractors
- Litigation and related costs of investigations, etc.

Our Coalition is committed to establishing and maintaining a work environment of the highest ethical standards. Achievement of this goal requires the cooperation and assistance of every employee and volunteer at all levels of the Coalition.

Definitions

For purposes of this policy, misconduct includes, but is not limited to:

1. Actions that violate the Coalition's Code of Conduct (and any underlying policies) or any of the accounting and financial policies included in this manual

2. Fraud (see below)

3. Forgery or alteration of checks, bank drafts, documents or other records (including electronic records)

4. Destruction, alteration, mutilation, or concealment of any document or record with the intent to obstruct or influence an investigation, or potential investigation, carried out by a department or agency of the Federal government or by the Coalition in connection with this policy

5. Disclosure to any external party of proprietary information or confidential personal information obtained in connection with employment with or service to the Coalition

6. Unauthorized personal or other inappropriate (non-business) use of equipment, assets, services, personnel or other resources

7. Acts that violate Federal, state, or local laws or regulations

8. Accepting or seeking anything of material value from contractors, vendors, or persons providing goods or services to the Coalition.

9. Impropriety of the handling or reporting of money in financial transactions.

10. Failure to report known instances of misconduct in accordance with the reporting responsibilities described herein (including tolerance by supervisory employees of misconduct of subordinates).

Fraud is further defined to include, but not be limited to:

- Theft, embezzlement, or other misappropriation of assets (including assets of or intended for the Coalition, as well as those of our clients, subcontractors, vendors, contractors, suppliers, and others with whom the Coalition has a business relationship)
- Intentional misstatements in the Coalition's records, including intentional misstatements of accounting records or financial statements
- Authorizing or receiving payment for goods not received or services not performed
- Authorizing or receiving payments for hours not worked
- Forgery or alteration of documents, including but not limited to checks, timesheets, contracts, receiving reports

The Coalition has this zero tolerance policy regarding fraud and prohibits each of the preceding acts of misconduct on the part of employees, officers, executives, volunteers and others responsible for carrying out the Coalition's activities. (Also see the Coalition's most current Anti-Fraud Plan.)

Reporting Responsibilities

Every employee, officer, and volunteer is responsible for immediately reporting suspected misconduct or fraud to the C.E.O., or the Chair of the Board of Directors. When the C.E.O. has received a report of suspected misconduct, they must immediately report such acts to the Board Chair.

Mandatory Reporting of Fraud and Criminal Activity

All Coalition and sub-recipient/subcontractor staff is responsible for identifying violations that may potentially affect a federal award. As stated above (Reporting Responsibilities), all staff are ALSO responsible for immediately notifying the C.E.O. or the Chair of the Board of Directors of the identified violation(s).

In accordance with 2 CFR §200.113, *Mandatory disclosures*, the Coalition and its approved subcontractors must disclose in a timely manner* to the Office of Early Learning all violations involving fraud, bribery or gratuity violations potentially affecting the OEL Grant Agreement and/or the related

federal/grant program(s). *(*A "timely manner" is defined by the nature of the violation. See "Reporting to Outside Parties" below.)*

Under 2 CFR 200.113, the Coalition must notify a Federal awarding agency of pass-through entity of a "violation" of Federal criminal law, and not just when an arrest, indictment, or conviction has occurred.

Per 52.203-13 FAR (Federal Acquisition Regulation) it is mandatory that the Coalition disclose (in writing) to the Office(s) of Inspector General (OIG) whenever there is "credible evidence" of; (a) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or (b) Civil False Claims Act violations. Credible evidence indicates a "higher standard" than a "reasonable grounds to believe" standard. Failure to disclose these violations, as well as failure to disclose "significant overpayments" by the Government, will constitute grounds for suspension and/or debarment. The Coalition will timely disclose, in writing, to the agencies (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder.

Non-Federal entities that have received a Federal award are required to report certain civil, criminal, or administrative proceedings to SAM (System for Award Management). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.) *Also see Coalition Conflict of Interest Policy #OP203.*

These disclosure requirements apply to contracts and subcontracts valued at more than $5 Million and with a performance period of at least 120 days (*Reference FAR 3.1004*). As each of the Coalition's School Readiness and Voluntary Prekindergarten programs qualify under this definition, identified violation(s) related to these two programs MUST be reported. In addition, these reporting requirements apply throughout the five (5) year records retention period after program award closeout/final payment(s).

The C.E.O. or the Board Chair is then responsible for notifying the USDHHS OIG and/or OEL's OIG of the violation(s). This notification will be in writing using the prescribed method of each entity. OEL instructions for submitting required "report" information can be found online on OEL's OIG page at http://www.floridaearlylearning.com/about_us/office_of_inspector_general.aspx and/or the Grant award reference materials posted to the SharePoint Coalition Zone.

These requirements could potentially present legal consequences for the Coalition, therefore it advisable that legal counsel is involved.

Whistleblower Protection

The Coalition will consider any reprisal against a reporting individual an act of misconduct subject to disciplinary procedures. A "reporting individual" is one who, in good faith, reported a suspected act of misconduct in accordance with this policy, or provided to a law enforcement officer any truthful information relating to the commission or possible commission of a Federal offense.

Criteria for complying with the Sarbanes-Oxley Act include but are not limited to the following:

- It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC); and
- It is a crime to alter, cover up, falsify, or destroy any documents that may be relevant to an official investigation (SOX Section 1102, section 1512 of Title 18, USC)

Investigative Responsibilities

Due to the sensitive nature of suspected misconduct, Coalition employees should not, under any circumstances, perform any investigative procedures.

The Executive/Administrative Committee has the primary responsibility for investigating suspected misconduct involving employees below the C.E.O. The Executive/Administrative Committee shall provide a summary of all investigative work to the Board of Directors.

The Executive/Administrative Committee has the primary responsibility for investigating suspected misconduct involving the C.E.O., as well as board members and officers. However, the Executive/Administrative Committee may request the assistance of the Finance Manager in any such investigation.

Investigation into suspected misconduct will be performed without regard to the suspected individual's position, length of service, or relationship with the Coalition.

In fulfilling its investigative responsibilities, the Executive/Administrative Committee shall have the authority to seek the advice and/or contract for the services of outside firms, including but not limited to law firms, CPA firms, forensic accountants and investigators, etc.

Members of the Executive/Administrative Committee shall have free and unrestricted access to all the Coalition records and premises, whether owned or rented, at all times. They shall also have the authority to examine, copy and remove all or any portion of the contents (in paper or electronic form) of filing cabinets, storage facilities, desks, credenzas and computers without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of an investigation into suspected misconduct or related follow-up procedures.

The existence, the status or results of investigations into suspected misconduct shall not be disclosed or discussed with any individual other than those with a legitimate need to know in order to perform their duties and fulfill their responsibilities effectively.

Protection of Records – Federal Matters

The Coalition prohibits the knowing destruction, alteration, mutilation, or concealment of any record, document, or tangible object with the intent to obstruct or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States government, or in relation to or contemplation of any such matter or case.

Violations of this policy will be considered a violation of the Coalition's Code of Ethics and subject to the investigative, reporting, and disclosure procedures described earlier in this policy on Suspected Misconduct.

Disciplinary Action

Based on the results of investigations into allegations of misconduct, disciplinary action may be taken against violators. Disciplinary action shall be coordinated with appropriate representatives from the Board of Directors, and C.E.O. The seriousness of misconduct will be considered in determining appropriate disciplinary action, which may include:

- Reprimand
- Probation
- Suspension
- Demotion
- Termination
- Reimbursement of losses or damages
- Referral for criminal prosecution or civil action

This listing of possible disciplinary actions is for information purposes only and does not bind the Coalition to follow any particular action.

Confidentiality

The Executive/Administrative Committee and the C.E.O. treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the C.E.O. or the Executive/Administrative Committee Chair immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act (see Reporting Procedures section above).

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Coalition from potential civil liability.

An employee who discovers or suspects fraudulent activity may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual(s), his or her attorney or representative(s), or any other inquirer should be directed to the Executive/Administrative Committee or legal counsel. No information concerning the status of an investigation will be given out. The proper response to any inquiry is "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

The reporting individual should be informed of the following:

1. Do not contact the suspected individual in an effort to determine facts or demand restitution.

2. Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the Coalition's legal counsel or the Executive/Administrative Committee.

Disclosure to Outside Parties

Allegations of and information related to allegations of suspected misconduct shall not be disclosed to third parties except under the provisions described in this policy (such as disclosure to outside investigators hired by the Coalition to aid in an investigation).

However, all known frauds involving the C.E.O., or members of the Board of Directors, as well as all material frauds involving employees below the C.E.O., shall be disclosed by the Executive/Administrative Committee to the Coalition's external auditors, as well as all other mandatory reporting as described below, "Reporting to Outside Parties".

Reporting to Outside Parties

Once the Coalition has received information that would lead to suspicion or confirmation of any violation(s) of this policy, it is the Coalition's duty to report to outside parties as follows:

1. Any activity or incident that poses a danger to the health, safety, or welfare of any individual should be reported immediately to local law enforcement and/or emergency response personnel.

2. Any allegations, those judged to be of an emergency nature, those receiving public exposure, and those related to suspicions should be reported immediately to the USDHHS OIG and/or OEL's OIG.

3. When the nature of the violation is related to parents or legal guardians of children enrolled in the School Readiness or VPK programs, in the provision of and payment for those services, the fraud referral must be processed following instructions and time frames of the Coalition's Fraud Prevention Plan and by submitting fraud referrals through the online OEL Fraud Referral System (FRS).

   The Inspector General of the Office of Early Learning is the designated coordinator of all suspected fraud referrals to the Florida Department of Law Enforcement, Public Assistance Fraud Unit. Coalitions are responsible for immediately reporting to OEL Office of Inspector General and the Florida Department of Law Enforcement Public Assistance Fraud Unit all such actual or suspected violations uncovered by, or reported to the Coalition.

F702 ANNUAL AUDIT

Effective Date: 08/28/07
Revision Date: 02/12/13, 03/16/16, 12/07/16

Role of the Independent Auditor

The Coalition will arrange for an annual audit of the Coalition's financial statements to be conducted by an independent accounting firm. The independent accounting firm selected by the Board of Directors will be required to communicate directly with the Coalition's Executive/Administrative Committee upon the completion of their audit. In addition, members of the Executive/Administrative Committee are authorized to initiate communication directly with the independent accounting firm.

Audited financial statements, including the working papers and the auditor's opinion thereon, will be submitted and presented to the Board of Directors by the independent accounting firm, after the financial statements have been reviewed and approved by the Executive/Administrative Committee.

How Often to Review the Selection of the Auditor

The Coalition shall review the selection of its independent auditor in the following circumstances:

1. Anytime there is dissatisfaction with the service of the current firm
2. When a fresh perspective and new ideas are desired
3. Every 3 years to ensure competitive pricing and a high quality of service.

Selecting an Auditor

The selection of an accounting firm to conduct the annual audit is a task that should be taken very seriously. The following factors shall be considered by the Coalition in selecting an accounting firm:

1. The firm's reputation in the nonprofit community
2. The depth of the firm's understanding of and experience with not-for-profit Early Learning Coalitions for the state of Florida and Federal reporting requirements under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
3. The firm's demonstrated ability to provide the services requested in a timely manner
4. The ability of firm personnel to communicate with the Coalition personnel in a professional and congenial manner

If the Coalition decides to prepare and issue a written Request for Qualifications (RFQ) to be sent to prospective audit firms, the following information shall be included:

1. Period of services required

2. Type of contract to be awarded (fixed fee, cost basis, etc.)
3. Complete description of the services requested (audit, management letter, tax returns, etc.)
4. Identification of meetings requiring their attendance, such as staff or Board of Director meetings
5. The organizational structure of the Coalition
6. Chart of account information (upon request)
7. Financial information about the Coalition (upon request)
8. Copy of prior year reports (financial statements, management letters, etc.) (upon request)
9. Identification of need to perform audit in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
10. Other information considered appropriate
11. Description of proposal and format requirements
12. Due date of proposals
13. Overview of selection process (i.e., whether finalists will be interviewed, when a decision shall be made, etc.)
14. Identification of criteria for selection

Minimum Proposal Requirements from prospective CPA firms shall be:

1. Firm background
2. Biographical information (resumes) of key firm member who will serve the Coalition
3. Client references
4. Information about the firm's capabilities
5. Firm's approach to performing an audit
6. Copy of the firm’s most recent quality/peer review report, including any accompanying letter of findings
7. Other resources available with the firm
8. Expected timing and completion of the audit
9. Expected delivery of reports
10. Cost estimate including estimated number of hours per staff member
11. Rate per hour for each auditor
12. Other information as appropriate

Copies of all proposals shall be forwarded to each member of the Executive/Administrative Committee or the (ad hoc) RFQ Committee. If necessary, interviews of each firm may be conducted by the Executive/Administrative Committee or the (ad hoc) RFQ Committee, who makes the final recommendation to the Board of Directors for approval.

Preparation for the Annual Audit

The Coalition shall be actively involved in planning for and assisting with the Coalition’s independent accounting firm in order to ensure a smooth and timely audit of its financial statements. In that regard, the Accounting Department shall provide assistance to the independent auditors in the following areas:

Planning – The Finance Manager is responsible for delegating the assignments and responsibilities to staff in preparation for the audit. Assignments shall be based on the list of requested schedules and information provided by the independent accounting firm.

Involvement - The Coalition staff will do as much work as possible in order to assist the auditors and, therefore, reduce the cost of the audit.

Interim Procedures - To facilitate the timely completion of the annual audit, the independent auditors may perform selected audit procedures prior to the Coalition's year-end. By performing significant portions of audit work as of an interim date, the work required subsequent to year-end is reduced. The Coalition staff will provide requested schedules and documents to assist the auditors during any interim audit fieldwork.

Throughout the audit process, the Coalition will make every effort to provide schedules, documents and information requested by the auditors in a timely manner.

Concluding the Audit

Upon receipt of a draft of the audited financial statements and working papers of the Coalition from its independent auditor, the Finance Manager and C.E.O. shall perform a detailed review of the draft and working paper, consisting of the following procedures:

1. Carefully read the entire report for typographical errors.
2. Trace and agree each number in the financial statements and accompanying footnotes to the accounting records and/or internal financial statements of the Coalition.
3. Review each footnote for accuracy and completeness.
4. Review working papers for accuracy.

Any questions or errors noted as part of this review shall be communicated to the independent auditor in a timely manner and resolved to the satisfaction of the Finance Manager and C.E.O.

It shall also be the responsibility of the Finance Manager and C.E.O. to review and respond in writing to all management letters or other internal control and compliance report findings and recommendations made by the independent auditor.

In addition, the Single Audit Clearinghouse form shall be completed and a copy submitted to the Executive/Administrative Committee.

Reporting Requirements

The Coalition will retain and distribute all records as identified in OEL OIG guidance OEL-IG-12-001, Audit and Audit Resolution Responsibilities, to fulfill the requirements of the annual audit reporting. This includes submitting (per the directions of this guidance), the appropriate documents (the "audit package") to the Federal Audit Clearinghouse, the Office of Auditor General, and the OEL Office of Inspector General**.**

F705 RECORD RETENTION

Effective Date: 08/28/07
Revision Date: 08/06/08, 09/16/09, 05/18/11, 11/04/15, 03/16/16, 12/07/16

Policy

The Coalition shall document activities related to SR and VPK implementation, including administrative and reporting responsibilities. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 CFR §200.333, *Retention requirements for records*. The Coalition shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the Coalition submits per OEL instructions and makes available for review upon request. **The Coalition requires that its sub-recipients and subcontractors follow these same terms and conditions.**

Referenced Policies and Guidance

Office of Early Learning (OEL) Documents:

OEL Grant Agreement Exhibit II Section C item 6.2, *Management of Child Care Placements*
OEL Grant Agreement Exhibit II Section C item 6.3, *Notification of Disenrollment*
SR provider contract Section VII, *Compensation and Funding*
OEL Grant Agreement Exhibit II, Section C item 3.4
OEL Grant Agreement Exhibit II, Section F, item 1.6
OEL Grant agreement, Exhibit II, Section C Manner of service provision, item 3
OEL's Program Guidance 101.02, *Records Confidentiality*
OEL IT Security Policies and Procedures (*Program Guidance 300.01 IT Security Manual)*
OEL's Data Security Agreement
OEL's OIG page at http://www.floridaearlylearning.com/about_us/office_of_inspector_general.aspx
OEL Grant Agreement, Exhibit II, Section D, item 6, *Performance Reporting*
OEL Grant Agreement, Exhibit VI, *Listing of Reports*
OEL Grant Agreement, Exhibit III
OEL OIG Guidance OEL-IG-12-001, *Audit and Audit Resolution Responsibilities*

(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.)

ELC of North Florida Policies:

F106 – Accounting and Financial Policies and Procedures, Suspected Misconduct
F702 – Accounting and Financial Policies and Procedures, Annual Audit

HR204 – Personnel Policies and Procedures Manual, Employment Reference/Criminal History Checks
IT101 – Information Technology Systems and Security Policies and Procedures, General Scope
IT303 – Information Technology Systems and Security Policies and Procedures, Access and Security
OP201 – Operational Policies and Procedures Manual, Confidentiality Policy
OP203 – Operational Policies and Procedures Manual, Conflict of Interest
OP204 – Operational Policies and Procedures Manual**,** Public Records Request
PR901 - Availability and Retention of Procurement Records

(Note: Please find these 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 policy.)

The formal records retention policy of the Coalition is as follows:

Permanent Files

Audit reports
Chart of Accounts
Contracts, mortgages, notes and leases still in effect
Correspondence on legal and important matters only
Deeds, mortgages and bills of sales
Depreciation schedules
Financial statements-Year End
General ledgers/year end trial balance
Insurance records (policies, claims, etc.)
Journals
Articles of Incorporation, bylaws and charters, board meeting minutes
Property records
Retirement and pension records
Tax returns and worksheets, examination reports, and other documents relating to determination of income tax liability
Trademark registrations and copyrights
Training manuals (Coalition-created only)

All Other Coalition Records (non-permanent records)

All other (non-permanent) Coalition records are maintained for seven (7) fiscal years. This includes all OEL Reporting Deliverables as listed in the OEL Grant Agreement Exhibit VI *Listing of Reports*, all (sub-recipient/subcontractor) performance monitoring deliverables as listed in the OEL Grant Agreement Exhibit II, Section D, item 6 *Performance Reporting*, and all closed procurement records.

Record Retention Requirements and Exceptions

All records must be maintained for *at least* five (5) years from the date of the last document filed for the period. For consistency, the Coalition maintains all non-permanent records for seven (7) years. There are two exceptions:

(1) If there is any litigation, audit, claim, negotiation, or other action that started before the expiration of the period. In that case, the records must be retained until resolution of all issues or until the end of the period, whichever is later.
(2) If a sub-recipient/subcontractor chooses NOT to retain records longer than the minimum required by applicable law/regulation. (For example, the Coalition retains ALL non-permanent records for seven (7) years for simplicity although some records only require a five (5) year retention period.)

Coalition Record Destruction

The Coalition retains records as required by law and destroys them when appropriate. The destruction of records must be approved by the C.E.O., and logged into the Coalition's Destroyed Records Log.

Sub-recipient/Subcontractor Record Retention Requirements

All sub-recipient/subcontractor records must be maintained for *at least* five (5) years from the date of the last document filed for the period, and have the same requirements as the Coalition that are stated in this policy.

Records retained for client services related to enrollment/intake (aka Resource and Referral services) would include:

- Family Portal Account Information
- Child Care application and authorizations (referrals)
- DCF At-risk referral form (if applicable)
- OEL At-risk Domestic Violence Center/Homeless Program referral form (if applicable)
- Immunization records, family income data, purpose of care plan
- ELC-issued child care

Records retained for child eligibility, management of child care placements, and disenrollment:

- Eligibility record requirements are listed in the OEL Grant agreement, Exhibit II Section C item 6.1, *Child Eligibility.*
- Management of child care placement record requirements are listed in the OEL Grant agreement, Exhibit II Section C item 6.2, *Management of child care placements*.
- Disenrollment record requirements are listed in the OEL Grant agreement, Exhibit II Section C item 6.3 *Notification of disenrollment*.

Records retained for attendance and enrollment:

- ELC-issued child care certificate with defined/approved care level
- Enrollment and attendance certification
- Includes sign-in and sign-out documentation, VPK-03S or 03L forms, etc.

- Documentation to support excused absences
- Rilya Wilson Act requirements for at-risk children
- Proof of parent co-payments

Record retention requirements for provider payments, provider payment reconciliations, and improper payments are listed in the statewide SR provider contract Section VII, *Compensation and Funding*.

SRAD01 Information Technology Policy

SUMMARY

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

REFERENCES:

A. Chapter 501.171, Florida Statutes; Communications and Data Processing.
B. Chapter 501.171 Florida ~~Statutes; "~~Statutes; "Security of Confidential Personal Information"
C. Section 815, Florida Statutes
D. Rule 71A-1, Florida Administrative Code
E. ~~OEL~~DEL Program Guidance 101.02, Records Confidentiality
F. ~~OEL~~DEL Program Guidance 300.01~~OEL~~DEL IT Policy Manual
G. 2 CFR 200.335, Methods for collection, ~~transmission~~transmission, and storage of information
H. NIST 800-111, Guide to Storage Encryption Technologies for End User Devices
I. Florida Administrative Code & Florida Administrative Register Rule 60gg-2.001

Definitions:

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

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

Confidential: As used in this guidance, the term "confidential" refers to entire record systems, specific records or individually identifiable data that by law are not subject to

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public disclosure under Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes (F.S.) When applicable, confidentiality covers all documents, papers, computer files, letters and all other notations of records or data that are designed by law as confidential. Further, the term confidential also covers the verbal conveyance of data or information that is confidential.

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

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

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

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

Security Incident - Any activity that is a threat to the availability, integrity, or confidentiality of the ~~Office's~~ Department's information resources, or any action that is in violation of this policy or it's implementing administrative orders. As defined in Chapter 282.0041 F.S., "Security Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing a specific incident is about to occur.

Data at Rest - Data is at rest when it is stored on a hard drive. In this relatively secure state, information is primarily protected by conventional perimeter-based defenses such as firewalls and anti-virus programs. However, these barriers are not impenetrable.

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Organizations need additional layers of defense to protect sensitive data from intruders if the network is compromised.

Encrypting hard drives is one of the best ways to ensure the security of data at rest. Other steps can also help, such as storing individual data elements in separate locations to decrease the likelihood of attackers gaining enough information to commit fraud or other crimes.

Data in Use - Data in use is more vulnerable than data at rest because, by definition, it must be accessible to those who need it. Of course, the more people and devices that have access to the data, the greater the risk that it will end up in the wrong hands at some point. The keys to securing data in use are to control access as tightly as possible and to incorporate some type of authentication to ensure that users aren't hiding behind stolen identities.

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Information Technology Security Controls:

Access Controls:

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

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

Prohibit password sharing and reuse:

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For a password to have any value, it must be confidential. That means password sharing must be prohibited for everyone.

Similarly, passwords should not be reused for multiple accounts. This is a fundamentally insecure practice that multiplies the odds of falling victim to a data breach.

Password Management:

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

1. Account passwords are stored in a non-reversible encrypted database with complexity requirements enforced~~.~~.
2. Passwords used for accessing the ECS network must contain at least eight characters and must contain a combination of letters, numbers, and special characters.
3. Passwords will be reset at least every 60 days.

4. Passwords cannot be reused for at least six (6) changes.

Password Protocols:

1. Passwords sharing is forbidden, no one from ECS or any other group or entity should ever ask for your password. If this occurs do not share the password, instead immediately notify the ECS I.T department and your supervisor.

~~1.~~2. Only authorized passwords are permitted. The use of automatic logon at any workstation is strictly prohibited.

~~2.~~3. Passwords used for accessing the ECS network must contain at least eight characters and must contain a combination of letters, numbers, and special characters.

~~3.~~4. Passwords used for accessing the ECS network will be updated every 60 days.

~~4.~~5. Passwords cannot be changed back to previously used passwords until 6 changes later.

~~5.~~6. Friends, family and coworkers are strictly prohibited from using any computer not designated for their use. Consequences for neglect of the above policy will fall solely on the user of the workstation in question.

~~6.~~7. Passwords shall not be stored in written form (e.g. sticky notes) except if secured in locked area approved by the department director and/or IT management staff.

~~7.~~8. Passwords should not:

a. Be a dictionary word in any language
b. Contain any proper noun or the name of any person, pet, child, or fictional character.
c. Contain any associate serial number, Social Security Number, birth date, telephone number, or any information that could be readily guessed by the creator of the password.
d. Contain any simple pattern of letters or numbers, such as “xyz123”.
e. Share more than three (3) sequential characters in common with a previous password (i.e., do not simply increment the number on the same password, such as fido1, fido2, etc.)
f. Be set as a null string or blank password.
g. Be too difficult to remember and must be able to be typed quickly.
~~g.~~h. The same password must not be used for multiple systems.

Multifactor Authentication:

Multi-factor authentication (MFA) - is a process in which users are prompted during the sign-in process for an additional form of identification, such as a code on their cellphone or a fingerprint scan.

If you only use a password to authenticate a user, it leaves an insecure vector for attack. If the password is weak or has been exposed elsewhere, an attacker could be using it to gain access. When you require a second form of authentication, security is increased because this additional factor isn't easy for an attacker to obtain or duplicate.

Multi-Factor Authentication works by requiring two or more of the following authentication methods:

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• Something you know, typically a password.
• Something you have, such as a trusted device that is not easily duplicated, like a phone or hardware key.
• Something you are - biometrics like a fingerprint or face scan.

ECS utilizes MFA in all applications that support that functionality, and all users are required to enroll in ~~e~~either call, text, or authenticator app enrollment. All critical systems ECS can configure or procure support this functionality. For system ECS is not owner of we encourage those groups to implement the functionality.

ECS utilizes Azure AD MFA in addition to application specific MFA offerings.

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

Confidentiality / Non-disclosure

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

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

1. No staff shall disclose their username, password or other information needed to access the Systems to any party including supervisors, and I.T Staff, nor shall they give any other individual access to this information.

2. If any staff member should become aware that any other individual, other than an authorized employee, may have obtained or has obtained access to their username, password or other information need to access the Systems, they shall immediately notify their supervisor and the IT Management team at it.reporting@ecs4kids.org

3. CCRR staff shall not share with anyone any other information regarding access to the Systems unless they are specifically authorized by the Coalition and or Florida's Office of Early Learning. Additionally, all staff shall not disclose access or information regarding company systems without the written approval of ECS.

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4. Staff shall not access or request access to any social security numbers or other confidential information unless such access is necessary for the performance of their official duties. Unauthorized attempts may result in disciplinary actions up to and including termination.

5. Staff shall not disclose any individual record data to any parties who are not authorized to receive such data, except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved and only with the consent of a department manager and/or director.

6. Staff shall retain the confidential data only for that period of time necessary to perform their duties. Thereafter, ECS staff shall either arrange for the retention of such information consistent with both the Federal and State record retention requirements or delete or destroy such data.

7. Before a staff person requests personally identifiable information (PII) from a client, they must state that all information provided will remain confidential.

8. Staff shall ~~either~~ be~~en~~ trained in the proper use and handling of confidential data or have received written standards and instructions in the handling of confidential data from ECS, the Coalition and/or the ~~Office~~ Department of Early Learning before being responsible for the handling of such information. ECS will comply with all the confidential safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of their username and password; b) securing computer equipment, disk, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

9. Violation any of the confidentiality provisions set forth in the written standards, training, and/or instructions, their user privileges will be immediately suspended or terminated. Additionally, applicable state law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. All staff will be instructed that if they violate the provisions of the law, they may receive one or more of these penalties. If any staff suspects a security incident may have occurred, they shall immediately notify their supervisor and/or the System Administrator/Security officer, documenting all relevant information, and must fully cooperate and assist with resolution of the incident as requested.

10. Staff will not use non-secure fax or non-secure e-mail to send to others confidential information, including a parent or child's full name, social security number or address.

11. Staff must encrypt emails or documents, that contain confidential information as outlined in Electronic Transmission Section before sending to others.

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12. No confidential data should ever be discussed over a mobile phone because of the ease of intercepting such communications.

13. ECS's IT department will maintain audit trails to provide accountability for all accesses to confidential and exempt information and software.

14. ECS's IT department will maintain audit trails for all changes to automated security or access such as removal of access privileges, computer accounts and authentication tokens.

15. ECS staff are required to return any office information resources including property and data once it is no longer required for the performance of their job duties or upon termination of employment.

16. If staff should have any questions concerning the handling or disclosure of confidential information, they should immediately ask their supervisor and be guided by his/her response.

Levels of Access in EFS Mod (CCRR Staff):

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

Data Integrity – CCRR Staff

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1. ECS has developed a quality assurance tool comprehensively assesses the performance level of each Family Services Specialist. Each month files assigned to each Family Service Specialist are monitored and information contained in the file is reviewed.

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2. This identifies areas where additional training may be required including use of EFS Mod. The Family Services Coordinator is then responsible for providing one on one training as needed to ensure that families and providers receive quality services.

3. Reimbursement files are monitored on a regular basis with the Director Provider Services reviewing and addressing the findings. Staff trainings are based on these findings.
4. Additionally, topics related to IT security and the proper usage of EFS Mod are often discussed in our monthly staff meetings.
5. For more information on training, please see the "Security, Training and Awareness" section of this document.

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Data Integrity – All Staff

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

Reporting Breaches in Security or Security Incidents:

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

1. The nature of the unauthorized use or disclosure.
2. The confidential information used or disclosed.
3. Who made the unauthorized use or received the unauthorized disclosure.
4. What ~~the~~ ECS has done or shall do to mitigate any harmful impact of the unauthorized use or disclosure.
5. What corrective action ECS has taken or shall take to prevent similar future unauthorized use or disclosure incidents.

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

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

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

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- Notice to credit reporting agencies is required for any breach affecting more than 1,000 individuals.

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

For all others:

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

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

Communications Use Policy:

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

Agency Telephones:

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

Agency Cellular Phones:

Episcopal Children's Services, Inc. may provide cellular phones to certain employees for the purposes of business use. Calls, texts, and emails made from or received by any employees' phone are not to exceed the necessary time to conduct business. Friends and family of the employee should only call or text the Agency cellular phone in an emergency. If a

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phone/accessory is lost or stolen, it must be reported immediately to it.reporting@ecs4kids.org whom report it to the provider. The use of any cellular phone by any person other than the intended user is strictly prohibited. It is the responsibility of each user to understand and be informed of the rate plan and monitor minutes used Cellular bills will be monitored on a regular basis and users will be notified of changes made. Charges incurred through non-work related ECS cellular phone usage may be the responsibility of the employee.

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

Agency Computer Use:

Episcopal Children's Services, Inc. provides computers to certain employees for business use. No computer activity is considered private or confidential and Episcopal Children's Services, Inc. reserves the right to monitor all facets of computer activity. Employees should be aware of the following:

~~b)~~ a) Each computer has designated users. Only designated users may sign onto their specific workstation in the Agency. Only the IT department may authorize staff to access other users' devices. Request must be made in a helpdesk ticket with an explanation

~~c)~~b) Monitors are to be positioned away from public view. If necessary install privacy screen filters or other physical barriers to public viewing.

~~d)~~c) The deletion of any file, e-mail, folder, or data from the Network is strictly prohibited without the approval of Episcopal Children's Services, Inc. and/or the Network Administrator.

~~e)~~d) No user shall, under any circumstance, attempt to disassemble or repair any piece of hardware owned by Episcopal Children's Services, Inc. No user shall have someone attempt to fix the device without the approval of the ECS IT department. All suspected hardware issues should be reported immediately by submitting a helpdesk ticket

~~f)~~e) No user shall, under any circumstance, install, uninstall or download any program(s) to the computer assigned to them. All issues regarding software should be reported immediately to the helpdesk using a ticket.

~~g)~~f) No user shall, under any circumstance, use any cloud services, web browser extensions, third party services for company data or company use without the written permission of Senior Information Technology staff. Requests for services should be submitted by using the helpdesk system.

~~h)~~g) Speakers and other audio equipment used during business hours are intended for personal use only. Any music, sound, etc. should be kept at a reasonable level acceptable to surrounding coworkers. Music may be played from CD, or streamed from the internet if using legitimate websites. Music must be work appropriate and not contain any demeaning, vulgar, racist, or violent language. ECS reserves the right to restrict or limit access to music websites at any time.

~~e~~h) Episcopal Children's Services reserves the right to assert and retain ownership rights to any works created, developed, or originating from company devices,

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assets, and/or technology regardless of timing and location unless the use of grant funds gives these rights to the funder.

Agency E-mail:

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Episcopal Children's Services, Inc. provides an e-mail system for employees' business use and encourages the use of electronic information as an essential business tool for efficient communication. However, anything written or sent by an employee may be obtained under subpoena and used in a court of law against the organization, our clients/partners or the employee. Therefore, employees are responsible for the appropriate business use of the e-mail system and, as such, this policy should be read in conjunction with other policies including, but not limited to, those regarding confidentiality, non-solicitation and harassment. Employees should be aware of the following:

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

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

Secure Electronic Transmissions

ECS must safeguard private and confidential data such as names, addresses, social security numbers, and employer numbers. Unencrypted transfer of private and confidential by email or mobile devices is prohibited. It is strongly encouraged to transfer documents via ECS's internal or Office of Early Learning SharePoint site~~.~~. Secure transfer of documentation with community partners and agencies is mandatory. ECS utilizes office 365 data loss prevention (DLP) policies to automatically scan, track, and encrypt (if not already) any flagged emails.

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

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

Agency Internet Use:

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

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

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

Security Training & Awareness

New hire orientation & the employee handbook will address all security measures appropriate to the job. Additionally, training will continue on an ongoing basis as needed, through staff meetings, memos, and other means appropriate. Based on ~~OEL~~DEL Protocol 5.02.III.C.4, training will specifically include the following:

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

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

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

For non-emergencies staff should do the following:

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

Monitoring Adequacy of System Hardware, Performance and Capacity Related Issues.
ECS will monitor the adequacy of system hardware, performance and capacity related issues by:

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

Physical Safeguards of Confidential Information Resources
ECS complies with the ~~OEL~~DEL IT Security Policy 5.05.01.17, Physical and Environmental Security. The following are precautions that ECS currently has in place to ensure the physical protection of confidential information resources.

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

Identification & Authentication

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

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

Personnel Security

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

1. All staff before employment will complete a drug test and background investigations.
2. Individual user accounts are created for staff, temporary workers and any other authorized ~~personal~~personnel.
3. A security agreement is completed for each individual login ID for access to EFS/ELC network.
4. A user's ability to access resources above and beyond their job capacity is restricted.
5. Staff upon employment receive ELC's Employee Handbook
6. An exit employment meeting is conducted with HR management to ensure all equipment is returned before their employment end date.
7. All user accounts are removed or inactivated from ECS network immediately upon ending employment.
8. If an employee is terminated unexpectedly then all equipment is collected and user accounts are removed or inactivated from EFS/ELC network immediately.
9. Staff upon employment and annually complete the ~~Data Access FPSR-IM-LD03-04~~Memorandum of Understanding and ~~and the~~Data Security Agreement Form.
10. Staff upon employment receives the Communication Use Policy.

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Mobile Computing - Security

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

1. Mobile computing devices are strictly controlled by the ECS.
2. Such devices are limited in use and are only serving in the capacity of an access agent to the primary network.
3. In the event of the loss or theft of a laptop, no information would be present on the device.

4. In the event of a loss or theft of a user's mobile device, administration will perform a "remote wipe" of the device clearing it of any information and disabling its functionality.
5. ECS requires the installation of Microsoft Company Intune Portal on all devices seeking access to company resources. This app ensures ECS ability to protect and remove company data at any time to any synced device.
6. ECS encryption software is installed on all devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf. Failure to strictly comply with this requirement will cause ECS to be in violation of the contracted services agreement with the ELC of North Florida/~~OEL~~DEL.

Mobile Computing - Administration

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

Remote Access

Security controls are implemented to mitigate the increased risks posed by allowing remote access to the ECS Network. Security controls include user authentication through secure VPN connection, guarded by a firewall and Windows authentication, as well as user rights limitations for shared files and folders as deemed necessary per user. Anti-spyware and -virus software is used as protection from Trojans and other software that may attempt to steal information. Access log are reviewed twice a month to look for any brute force attacks on the VPN. The reviews are documented, along with the recording of any suspicious activity and subsequent investigations. Based on ~~OEL~~DEL Protocol 5.02.III.C25, Remote Access specifically includes the following:

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

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Database Security
Information remains consistent, complete & accurate through the continual implementation of & compliance with all contract requirements, policies, and procedures set forth by ~~OEL~~DEL, ELCs, Head Start, and other grants.
Based on ~~OEL~~DEL Protocol 5.02.III.C.30, Database Security specifically includes the following:

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

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

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

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

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

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

a) All portable media (e.g., flash drives, CDs, storage devises) are scanned for viruses before use on computers.
b) ECS shall purchase/install antivirus software on all workstations, including laptops used for telecommuting.
c) Staff must
    - Never install software on computers without permission from the IT Manager.
    - Never download files from unknown or suspicious sources.
    - Delete spam, chain, and other junk email without forwarding.
    - Never unload or disable antivirus software for any reason without specific instruction from the Information Systems Security Officer/ IT Manager
    - Never utilize any unauthorized cloud services, browser extensions, or third party services without permission from the ECS IT department. Examples of what not to use include; adding chrome extensions such as coupon tools when shopping or utilizing google drive to share files outside the company unless authorized.

Protocol for End of Employment:

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

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

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

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

Start Date
7/1/2021

End Date
6/30/2022

CC085: Count of Children Served

Coalition Name	Care Level T..	
ELC of North Florida/Episcopal Children's Services	INF	462
	TOD	865
	2YR	1,125
	PR3	1,177
	PR4	1,159
	PR5	820
	SCH	1,978
	SPCR	12
	Total	5,215
Grand Total		5,215

Attachment IIB Single Point of Entry Policies and Procedures
Single Point of Entry/ Family Portal Application Policies and Procedures

The Family Portal is a web based database that allows for families to apply for Voluntary Prekindergarten and School Readiness services anywhere that families have access to the internet. Families may also apply in person at any of our offices located in Putnam, St. Johns, Bradford, Baker, Nassau and Clay Counties or at our central office in Jacksonville. In our offices, when possible, ECS provides a kiosk for parents to access the Family Portal. In offices that do not offer kiosks, families can apply for services with the assistance of our staff. Instructions on how to set up a free email accounts as well as additional locations that offer internet access are also made available to families that choose to complete the application process at other locations within the community.

VPK will process all applications received through the online system and use the system to notify parents of their status in the program. The application for the VPK Program is available at https://familyservices.floridaearlylearning.com/Account/Login and on the home page of the ECS website. The online applications through the Family Portal are checked daily, during the work week, by a ~~VPK~~ Family Services Specialist. Approved records are then given eligibility. Please see VPK enrollment procedures for more details on the enrollment process.

Families applying for School Readiness (SR) must complete an application through the Family Portal. The application for the SR Program is available at https://familyservices.floridaearlylearning.com/Account/Login and on the home page of the ECS website. Once the application is reviewed by staff, the family will receive a notification email letting them know the status of their application. Statuses are assigned based on the eligibility of the family. At this time, if there is no waiting list or no waiting list for that child's priority in the ELC of North Florida's plan, a parent will still need to complete an application through the Family Portal. Parents will be enrolled from the Family Portal in accordance with the ELC approved plan by county and then based on the date their waiting list application was originally validated with the oldest applications being enrolled first. Please see policies on the Waiting List for more detail.

SR Waiting List Procedures.

Policies and Procedures

Policy:

(1) Each county served will utilize a wait list, which will be a management tool for filling available child care slots. This wait list will be maintained by the ELC/ECS through the Family Portal at the following admin link: https://coalitionservices.floridaearlylearning.com/Home. Procedures for its use follow in this guide.

(2) The waiting list procedure shall consist of:

(a) Families go to the following link to apply for School Readiness (SR) Services: https://familyservices.floridaearlylearning.com/Account/Login. This link is also posted on the main page of the ECS website.

(b) Prequalifying questions for eligibility are completed through the Family Portal by the parent to determine whether or not a family is potentially eligible for services. The prequalifying questions include: the client's statement of income, family size, and purpose of care. For at-risk families identified in section 1002.871(1), F.S., who have a valid child care authorization, eligibility determination processing shall not be dependent on completion of the prequalifying questions and application, however, an application must be completed within 14 calendar days of eligibility determination. If the family does not appear to qualify based on the responses provided, the Family Portal will guide the family to contact the ELC/ECS for CCRR Services. If the family appears eligible, it will allow the parent to continue to the next steps to complete the application. If the results of the prequalifying questions indicate that the family may be potentially eligible, the family will then be directed to complete the School Readiness Application. Upon completion of the School Readiness Application, parents must submit at least **one document per parent** residing in the household to complete the application process. The document may be a current paystub, a verification of employment statement, written statement from employer, school enrollment or class registration, or documentation of a temporary or permanent disability.

(c) Submitted applications and required documentation are reviewed by ECS staff within 20 calendar days of receipt to determine if the parent is potentially eligible.

(d) Placement of eligible children on the waiting list will be on a first-come, first serve basis, based on the date of the approved application and will include the child's legal name, age, probable eligibility category, priority assignment, and type of care requested.

~~(d)~~ (e)Removal of a child's name from the waiting list upon authorization for placement and change of status within the Family Portal.

(f)Revalidation of each name on the waiting list every six months by response to email. Notification of such validation will be an automatic generated email from the Family Portal informing the family of the revalidation process with a 30 day deadline for completion. The validation process is required to ensure families continue to be eligible for services and to provide updated information necessary to remain on the waiting list. If the revalidation process is not completed by the given deadline, names will be removed from the waiting list through a system generated process, for failure to comply with the request for information within the specified timeframe. This includes noncompliance by failing to keep a current email address and other contact information on file with Episcopal Children's Services or if upon validation, a purpose for care no longer exists. Additional notes on validation follow the Waitlist Procedures.

(3) An unborn child shall not be eligible for the waiting list.

(4) If a parent requests school readiness program services for an additional child following placement on the waiting list, the additional child shall be placed on the waiting list according to the initial date the family was placed on the waiting list. The additional

child shall also be assigned a potential eligibility category and priority specified in section 1002.87(1), F.S.

(5) A parent may update the information reported in the School Readiness Application. Any changes will be reviewed and if the family remains potentially eligible, the family shall retain its place on the waiting list.

(6) Actual certification of eligibility will be conducted prior to authorization for placement, which will be based on available funding and capacity.

~~(6)~~(7) At times, where possible, local funding will be classified as a Priority 10.

Wait list priority –is based on the following:

Section 1002.87 (1), F.S., lists the following nine priorities:

Priority 1 – Children younger than age 13 from a family that includes a parent who is receiving temporary cash assistance under chapter 414 and subject to the federal work requirements or a parent who has an Intensive Service Account or an Individual Training Account under s. 445.009.~~whose parents receive temporary cash assistance and are subject to federal work requirements.~~

Priority 2 – At-risk children younger than age 9.

Priority 3 – Economically disadvantaged children until eligible to enter kindergarten. Their older siblings up to the age they are eligible to enter 6th grade may also be served as funding allows.

Priority 4 – Children from birth to kindergarten whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 5 – At-risk children who are at least age 9 but younger than 13. Those with siblings in priority groups 1-3 are higher priority than other children ages 9-13 in this priority group.

Priority 6 – Economically disadvantaged children younger than 13. Priority in this category is given to children who have a younger sibling in the School Readiness Program under priority 3.

Priority 7 – Children younger than 13 whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 8 – Children who have special needs and current individual educational plans from age 3 until they are eligible to enter kindergarten.

Priority 9 – Children concurrently enrolled in the federal Head Start Program and VPK, regardless of priorities 1-4.

Procedures:

School Readiness Enrollment Procedures

Attachment IIB Single Point of Entry Policies and Procedures

1. The Chief of Programs will notify the Senior Director of Programs when funding allows for enrollments along with the enrollment goals by county based on each ~~counties~~ county's enrollment and budget.
2. The Senior Director of Programs will then notify the Manager of Family Services, Program Support Coordinator, Family Services Coordinators and Family Services Specialists of the enrollment goals.
3. The Program Support Coordinator will then run either the SR Adhoc Report available through the Family Portal, or the Waitlist Report available through Tableau to determine the order in which children will be enrolled.
4. The reports are then sorted by county, eligibility priority group, date of waitlist placement, and parent/guardian name.
5. The report is then reviewed and sorted accordingly into the following categories according to the budget and the enrollment goals determined by the Chief of Programs:
   - Families with only school age children
   - Families with only non-school age children
   - Families with non-school age children and school age children
6. Once the reports are sorted, the families with both non-school age children and school age children are then reviewed again to determine which families have school age children under the age of 9 and sorted accordingly. If deemed necessary due to budget and enrollment goals, only non-school age children will be enrolled even if they have school-age siblings under age 9 until all non-school age children are served.
7. Once the reports are sorted, open enrollment emails are sent to the number of predetermined families (based on the number of slots available as determined by the Chief of Programs~~.~~
8. The order of the enrollments is set by the earliest date of waitlist placement, then by the following:

   1. Either non-school age children only or non-school age children and non-school-age children with school-age siblings under the age of 9 based on funding and enrollment goals. If only non-school children are notified, then the next step would be to notify all school-age children up to age 9.
   2. Once all non-school-age children and non-school-age children with school-age siblings under the age of 9 have been enrolled, school age children under the age of 9 without younger siblings will be enrolled.
   3. Once all non-school age and school age under the age of 9 have been enrolled, then school-age children under the age of 13 will be enrolled in accordance with Section 1002.87 (1), F.S, This process will continue until the budget and enrollment goals have been met.

Removing Children from the Waitlist

NOTE: ECS will follow the current Family Portal procedures based on the current release as each release might include or remove additional steps.

Enrollment Process:

1. During periods of enrollment from the Family Portal waitlist, families who are selected for enrollment will be contacted by email following the 9 priorities listed earlier in this policy providing a 30 day deadline to Complete the enrollment process either fully online, or by scheduling an appointment with a Family Services Specialist in the office for assistance.
2. Once a family has submitted their enrollment documentation within the 30 days, staff have 10 days to review and either approve or reject the eligibility documentation.

3. If the eligibility application was rejected, families are notified via email and the families and staff can go back and forth as many times as needed within the original 30 days. If the back and forth goes beyond the 30 days and staff can't approve the application based on the submission, staff will give the family a 10 day deadline that is clear to the family what is needed and when it is due. If they do not submit the documents within 10 days, the eligibility and wait list application will be terminated. If the family does resubmit within the given deadline, and additional documentation is needed, staff will give one additional 10 day deadline outside of the original 30 day window. If documentation is not received by this deadline, the eligibility application and wait list application will be terminated. Any additional time can only be approved by management on a case by case basis. Examples of reasons management might approve of additional time could be due to issues with system functionality, extenuating circumstances beyond the control of the family, etc.

Notes on the contact attempts should be made in the Coalition Portal case notes.

A child should be removed from the waitlist if

1. Failure to maintain accurate contact information;
2. Failure to meet the school readiness eligibility requirements as specified in section 1002.87(1), F.S.;
3. Failure to confirm information. The parent does not validate its information by the due date indicated on the notification;
4. Over age limitations. Any child on the waiting list age 13 or older will be removed from the waiting list;
5. School readiness services no longer needed. The parent indicates, via email, fax, mail, telephone or in person, that school readiness services are no longer needed;
6. The parent does not respond to the notification for available funding by the due date;
7. The family no longer resides in the early learning coalition's service delivery area; or
8. Funding becomes available for the child to receive school readiness services and the child is enrolled with a school readiness provider. Actual eligibility determination will be conducted prior to authorization for enrollment, which will be based on available funding. Enrollment in the school readiness program will be on a first-come, first-serve basis pursuant to section 1002.87(1), F.S.

When to Redetermine a Child on the Waitlist

Children are redetermined for the waitlist at intervals no longer than 6 months.-Families are notified via an auto generated email through the Family Portal and are provided a deadline for completion of the revalidation process. If a family does not fully complete the

revalidation process by the specified deadline, the Family Portal system automatically changes the status of the application to inactive. If the family chooses to reapply for services after missing the revalidation deadline, the original waitlist date will no longer be used. The date of the approval of the new application will be their new waitlist date.

Reapplication

If a family is removed from the waiting list, a parent must reapply for school readiness services and shall be screened for eligibility to be placed back onto the waiting list and receive a new waiting list date.

If a family on the waiting list of an early learning coalition moves out of the coalition's service area, the family shall reapply for eligibility services with the coalition operating in the family's new location. The family will receive a new waiting list date with the coalition offering services in the new location.

Changes/Revisions:

Date of Change/Revision	Person Making Change/Revision	Change/Revision
4/5/13	J. Matusko	Removed section titled: Monthly Reconciliation of CNBB Head Start Ranking List Added under Procedures #3, (F) that a copy of SRF27 Waitlist Application/Head Start Referral Form will be used to refer. Also added under Procedures Nos. #5 & #6
4/8/13	B. Spangler	Added RCMA information throughout policy
9/12/13	B. Spangler	Updated priorities of services and added note about CCPP waitlist should only be used for St. Johns County.
10/17/13	B. Spangler	Updated CCPP section removing requirement of listing CCPP in the address line. Updated process for CCPP clients and clients over 150% of the FPL. I also revised the UWL contact process on what types of attempts should be made and when.
9/30/14	B. Spangler	Updated wording throughout the policy. Added step by step enrollment procedures, key tools, and updated the number and types of contact attempts.
02/13/15	B. Spangler	Updated the frequency of meetings with Head Start/RCMA Staff; changed the number of contact attempts from 3 to 2; updated steps to removing a child from the waitlist;
5/28/15	B. Spangler	Updated number of contact attempts to reflect our new policy of only one contact attempt.
4/19/16	B. Spangler	Updated the entire policy to reflect the new procedures based on the new application process through the Family Portal instead of the UWL.
4/29/16	B. Spangler	Updated enrollment procedures to reflect that we will enroll children under priority 3 up to age 9. Children 9-13 will be enrolled through priority 6.
9/15/17	B. Spangler	Updated Policy to reflect the approved SR Plan Policy
2/14/18	B. Spangler	Changed the wording to say that parents still need to complete an application through the Family Portal even if we do not have a waiting list. Also Combined SRAD19 and SRPP 35 for the plan policies. All following changes will be made at the bottom pf the document. Added "Submitted applications and required documentation are reviewed by ECS staff within 20 calendar days of receipt to determine if the parent is potentially eligible." ; Added in 2B "is completed through the Family Portal by the parent"; Added in 2C "priority assignment"
11/9/18	B. Spangler	Updated policy to match current Rule 6M-4.300 for termination reasons, prequalifying questions, one document required per adult on application, and updated process for approving eligibility applications with 30 and 10 day deadlines and reapplication.
08/31/22	B. Spangler	Changed VPK staff to Family Services staff. Added: At times, where possible, local funding may go through the waitlist depending on grant requirements. When used, local funding will be classified as a Priority 10. Updated Priority 1 definition based on updated wording in F.S.1002.87

SR Priority of Services

Policy and Procedures

The ELC of North Florida provides School Readiness Services to residents of Florida residing in Clay, Nassau, Baker, Bradford, Putnam, and St. Johns County if they meet the eligibility requirements for the following priorities and procedures.

Florida School Readiness Statute lists the following nine priorities:

Priority 1 – Children younger than age 13 from a family that includes a parent who is receiving temporary cash assistance under chapter 414 and subject to the federal work requirements or a parent who has an Intensive Service Account or an Individual Training Account under s. 445.009.~~whose parents receive temporary cash assistance and are subject to federal work requirements.~~

Priority 2 – At-risk children younger than age 9.

Priority 3 – Economically disadvantaged children from birth until eligible to enter kindergarten. Their older siblings up to the age they are eligible to enter 6th grade may also be served as funding allows.

Priority 4 – Children from birth to kindergarten whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 5 – At-risk children who are at least age 9 but younger than 13. Those with siblings in priority groups 1-3 are higher priority than other children ages 9-13 in this priority group.

Priority 6 – Economically disadvantaged children younger than 13. Priority in this category is given to children who have a younger sibling in the School Readiness Program under priority 3.

Priority 7 – Children younger than 13 whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 8 – Children who have special needs and current individual educational plans from age 3 until they are eligible to enter kindergarten.

Priority 9 – Children concurrently enrolled in the federal Head Start Program and VPK, regardless of priorities 1-4.

ECS will follow these priorities in eligibility in all cases.

SR Eligibility Determinations, Initial Enrollments and Redeterminations

Policy and Procedures

Note: **Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations, locally developed documents, or other methods of documenting the family's eligibility so that they may receive services.**

Policy:

Application/Forms –

An SR child file must include a completed application and child care (payment) certificate that the parent has signed and dated. A parent must sign an application at the initial eligibility determination and at each subsequent redetermination. ~~A parent may submit an application electronically or via mail or facsimile.~~Families submit their applications electronically. They will also electronically sign their (payment) certificate. The child care (payment) certificate is an authorization for services for eligible child(ren) at eligible providers. The certificate identifies the child(ren) for whom a coalition authorized child care, the provider the family selected, the assessed parent copayment for each eligible child and the authorized begin and end dates.

For applications entered by the guardian(s), into the Family Portal or if the coalition entered the family's information into the Family Portal, the following applies:

A parent wishing to enroll a child in the SR Program must complete and electronically sign an online application, Form OEL-SR 01, through the single point of entry established under s. 1002.82(2)(f)1.c., F.S., and available at https://familyservices.floridaearlylearning.com using personal means or with assistance at an early learning coalition.

Note: For At-Risk Children who receive expedited services, in addition to completing the referral online though the Child Care Application and Authorization Referral Process (CCAA) intake process in the Coalition Portal, additional arrangements can be made with the client to complete the enrollment process, should they be needed. These methods include working with the caseworker or the child care provider to get the paperwork to the client, faxing the paperwork, or making arrangements with the client to meet them at specified location other than the designated one stop offices. At Risk children and families will not be denied services due to an incomplete (payment) certificate. A parent/guardian signature on the referring agency's referral can be used in leu of a (payment) certificate.

Services cannot start or continue prior to receiving a completed application and all supporting documentation for establishing or continuing eligibility. Neither initial eligibility nor redetermination of eligibility shall be completed without such. A client shall not be found eligible without all required documentation (as it pertains to their specific billing group requirements) filed.

Note: While this is the standard policy, should EFS Mod be not fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Parent/guardian signatures are not required for a renewing referral during the 12-month eligibility period.

Eligibility can only be established based on the information provided through the end of the eligibility period. Children remaining in payment status beyond the end of the authorized period are ineligible. A new eligibility review MUST be completed and fully documented to support continued eligibility. Eligibility cannot extend beyond authorized eligibility dates Unless they are in the process of redetermining and the process of approving the renewal paperwork goes beyond the initial redetermination date. In cases where this happens, any length of time beyond the initial redetermination date is subtracted from the following year of eligibility. For example, if the approval of the redetermination date takes 10 days past the redetermination date to approve, 10 days will be subtracted from the subsequent year of eligibility. History notes should be entered into EFSM explaining why eligibility was given past the initial redetermination date.

Procedures:

Initial Enrollment:

1. Parent/Guardian can either complete the enrollment process online on their own through the Family Portal, make an appointment, or come as a walk-in to see a Family Services Specialist.
2. Family Services Specialist will inform parent/guardian of required documentation to bring to interview. This information is also made available to the clients through the Family Portal when completing the enrollment process online.
3. When reviewing the submitted application online or at the time of the interview, the Family Services Specialist will determine and process eligibility if parent/guardian provides ALL required documentation.
4. Once the enrollment process is completed, the client and provider can both view the (payment) certificate of eligibility online.
5. Family Services Specialist will make detailed casenotes explaining what was completed during the interview as well as the documents received.
6. The FSS will notify the family of the approved application and explain the process of signing the terms and conditions as well as completing the ASQ and ASQ-SE for children birth – five.

Note: Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Redeterminations

At a minimum, eligibility will be redetermined annually for every family who receives SR services. Welfare Transition Program participants will receive authorization for child care funding for the period the referring agency's child care authorization states.

Parent/Guardian will be asked to either complete the redetermination process online or make an appointment with Family Services Specialist, at least ~~15~~ 14 days prior to redetermination date when at all possible, but the redetermination process must be completed by the redetermination date. The Family Portal automatically reminds families of their upcoming redetermination date via email at the following intervals prior to their redetermination date: 45 days; 30 days; 15 days, 0 days. If parent/guardians complete the process online, staff have 10 days to review and approve or reject the submission, even if the application is submitted on the last day of eligibility.

If the eligibility application was rejected, families are notified via email and the families and staff can exchange documents and information as many times as needed within the original 30 days. If after 30 days staff can't approve the application based on the submission, staff will give the family a 10 day deadline to submit what is needed after providing the parent with a clear list of documentation and information and when it is due.

If they do not submit the documents within 10 days, the eligibility and ~~wait list application~~enrollment will be terminated. If the family does resubmit within the given deadline, and additional documentation is still needed, staff will give the family one additional 10 day deadline outside of the original 30 day window. If documentation is not received by this final deadline, the eligibility application and ~~wait list application~~enrollment will be terminated.

Any additional time to submit documents can only be approved by the Family Services Coordinators or above on a case by case basis. Examples of reasons management might approve of additional time could be due to issues with system functionality, extenuating circumstances beyond the control of the family, etc.

Note: If a client reports an increase in income~~,~~ or completes their redetermination interview prior to their last day of service and their income has exceeded 85% of the state medium income (SMI), the Family Services Specialist will explain to the client that they have exceeded the allowable income limit and will need to terminate care in 14 calendar days, or the original redetermination date, whichever is sooner. If the client comes in to redetermine on their redetermination date, services need to be terminated immediately.

All Family Services Specialists are also trained and certified CCRR Specialists. Throughout the eligibility enrollment, redetermination, and termination processes, staff discuss with families any additional needs that they might have. Based on those needs, additional community resources are provided to families in an effort to assist the families in addition to childcare. CCRR services are free and not contingent on School Readiness funding. Examples of some of the resources provided include Head Start, Early Head Start, Healthy Families, etc. Additional resources can be found on the Episcopal Children's Services website under Parent and Community Resources (https://www.ecs4kids.org/programs/school-readiness/parent-and-community-support/parent-and-community-resources/). These guides

are updated quarterly in an effort to have the most up to date information for the communities and families that we serve.

Parent Fees (Co-payments) Policy

Policy:

Co-payments, otherwise known as parent fees, are based on the sliding fee scale adopted by the Coalition and updated with the annual update of the Federal Poverty Level. The sliding fee scale must be approved by the Coalition annually and be effective no later than July 1 of each year. No parent will be assigned a parent fee in excess of 10% of the family income regardless of the number of children in care. EFS Mod will determine parent fees based on information entered in the system; however, these should always be checked against the fee scale to ensure accuracy.

Each family that receives school readiness services shall be assessed a parent fee based on family size, the hours of care needed, and the family's income, according to the sliding fee scale. If a child is authorized for part time care, the parent shall be assessed a part time parent fee. If a child is authorized for full time care, the parent shall be assessed a full time parent fee. A parent with two or more children receiving school readiness services may receive a parent fee discount for the second and any subsequent child in their care based on the sliding fee scale. When a discount is applied, the youngest child must be assessed a full parent fee based on the approved sliding fee scale and the hours of care needed.

When a child's normal schedule of care is based on the school year schedule and the child is authorized school readiness part time care during the school year and attends a full time day at the school readiness program on a school holiday or school closure, the parent shall pay the part time parent fee. During the summer break, if said child attends full time, the parent shall pay the full time parent fee.

Parent fees may be waived on a case-by-case basis. Requests for the parent fee waivers are documented in the case file during the initial authorization for care and at each redetermination. Special circumstances may be granted with supervisory approval. The special circumstance that qualifies for fee waiver must be documented in case notes. The duration of the fee waiver shall coincide with the duration of the special circumstances.

Reasons for parent fee waivers include:

1. At-risk parent fee waivers. A parent fee may be waived on a case-by-case basis for families participating in an at-risk program as defined in Section 1002.81(1), F.S.
2. Temporary parent fee waivers. A parent fee may be temporarily waived on a case-by-case basis for families with income at or below 100 percent of the federal poverty level during an event that limits a parent's ability to pay as defined by Section 1002.84(8), F.S.

A parent fee shall not be equal to or greater than the providers private pay rate. A parent will not be required to pay a parent fee that exceeds the providers private pay rate. Should the parent fee exceed the provider private pay rate, the parent fee may be reduced to the

point that it is equal to or the parent fee just below the provider private pay rate. The Family Services Specialist should also discuss this situation with the client and provider to determine if a schedule change is also needed in these cases.

A family may submit documentation at any time during the eligibility authorization period to decrease the parent fee due to a reduction in income or an increase in family size.

Parent Fees for At Risk Referrals

For parents/guardians when the fee waiver/reduction is not granted, the BG8 eligibility process should be followed to determine parent fees. As a best practice, if parents/guardians do not provide proof of income, the parent fee should be set to the highest possible parent fee on the sliding fee scale prior to being waived/reduced for the duration of the referral. This will encourage parents/guardians to obtain a purpose of care as quickly as possible after a referral is no longer valid. Services will not be denied if documentation is not supplied. Parent fees should be determined as accurately as possible with the written or verbal information available.

Graduated Phase-out

At the end of the initial 12-month eligibility period, the coalition shall re-evaluate the family's eligibility.

(a) At the end of the initial 12-month eligibility period at redetermination, if a family's income is above 150 percent of the Federal Poverty Level (FPL), but at or below 85 percent of the State Median Income (SMI), the family will enter the graduated phase-out. The parent shall be assessed a parent fee that is based on the approved sliding fee scale. As the family's income increases the parent fee shall gradually increase based on the approved sliding fee scale.

1. During graduated phase-out, school readiness childcare funding will be authorized for 12 months from the redetermination date. At redetermination the coalition shall provide written notice to the family and provider of the required parent fee for the 12-month period to be paid by the parent to the provider. The notice shall inform the parent that the parent fee shall increase as the family's income increases.

2. During graduated phase-out, the family shall report any changes in family size or income to the coalition within ten (10) calendar days. The coalition shall adjust the family's parent fee based on the reported information and shall notify the family and provider of any changes within ten (10) calendar days. The parent fees shall be increased or decreased based on any reported changes, as required, that affect the parent fee.

3. During graduated phase out, if the family's income exceeds 85% of the SMI, the family is no longer eligible for the program. The coalition shall notify the family that the family is no longer eligible to receive school readiness services and school readiness services will be discontinued two weeks (14 calendar days) from the date of the notice, as long as the two-week period does not extend beyond the family's authorized eligibility period. During the graduated phase out, if the family's income falls below 150% of the federal poverty level, the parent fee shall be adjusted based on the approved sliding fee scale and the family will remain in the graduated phase out and continue to receive services for the remainder of the twelve-month phase-out period.

(b) At the end of the initial 12-month eligibility period at redetermination, if a family's

income remains at or below 150 percent of the FPL, the family will remain eligible pursuant to Rule 6M-4.200, F.A.C. The family's eligibility, parent fee, and reporting requirements are subject to the requirements of the initial eligibility period and will not be subject to the graduated phase-out criteria.

(c) At the end of the initial 12-month eligibility period at redetermination, if a family's income exceeds 85% of the SMI, or the family is otherwise no longer eligible, the coalition shall notify the family that the family is no longer eligible to receive school readiness services and school readiness services will be discontinued.

Parent fee collection

The parent fee amount for which the family is responsible shall be subtracted from the provider's reimbursement, prior to payment by the coalition or its designee. Collection of the family's required parent fee for school readiness services shall be the responsibility of the provider of school readiness services in accordance with Section 1002.84(8), F.S.

(a)The provider shall provide written notice of the parent fee due date. The parent fee shall be collected within ten (10) calendar days of the provider's payment due date. The provider must give the parent a receipt for each parent fee made by the parent and retain receipt records for all child care parent fees.

(b)The provider shall document outstanding parent fee balances. The provider shall provide written notification to the parent of the current outstanding parent fee balance within fifteen (15) calendar days of the provider's payment due date. This notification shall be provided at least on a monthly basis as long as there is a parent fee balance. Outstanding parent fees will be subject to the provider's payment policies as acknowledged and agreed upon by the parent. The provider shall document the parent's acknowledgement of receipt of payment policies related to the school readiness program prior to the parent enrolling his/her child in the provider's school readiness program. If the provider intends to take action, in accordance with its policy, against a school readiness parent for non-payment of the parent fee that includes disenrolling the child from the provider site, the provider shall notify the coalition at least five (5) calendar days prior to disenrollment.

Transfers

A parent may not transfer his or her child to another school readiness program provider until the parent has submitted documentation from the current school readiness program provider to the early learning coalition stating that the parent has satisfactorily fulfilled the parent fee obligation related to school readiness program. Satisfactory fulfillment of the parent fee obligation is defined as immediate payment of the outstanding parent fee obligation or establishment of a repayment plan for the outstanding parent fee obligation. All transfers shall be approved by the coalition.

(a) If the referenced documentation is not available, the coalition shall contact the provider to determine compliance and document compliance as reported by the provider. The coalition shall complete the transfer once the parent fee obligation has been satisfactorily fulfilled.

(b) If a parent of an at-risk child defined in Section 1002.81(1), F.S., is unable to satisfactorily fulfill the parent fee obligation prior to transfer, the provider shall attempt to arrange a

repayment plan with the at-risk child's parent. If the provider is unable to arrange a payment plan with the at-risk child's parent, the provider shall document the repayment attempt and submit to the coalition.

~~A parent may not transfer his or her child to another school readiness program provider until the parent has submitted documentation from the current school readiness program provider to the early learning coalition stating that the parent has satisfactorily fulfilled the co-payment obligation related to school readiness program. Satisfactory fulfillment of the co-payment obligation is defined as immediate payment of the outstanding co-payment obligation or establishment of a repayment plan for the outstanding co-payment obligation. All transfers shall be approved by the coalition.~~

Parent fee changes

A parent fee shall not be increased during the initial 12-month eligibility authorization period. The amount of parent fees assessed shall be in effect for the family's authorized eligibility period, unless:

(a) The parent or referring agency requests and the coalition grants a waiver of the assessed parent fee ~~specified in subsection (5);~~ or

(b) An incorrect parent fee was assessed by the eligibility determiner as a result of an error of the eligibility determiner, program participant error, or program participant fraud, resulting in corrective action to reduce or increase the family's parent fee; or

(c) An employment status, income or family size results in a lower parent fee; or

(d) The authorized hours of care changes.

(e) Parent fees during graduated phase out may be increased or decreased based on the family's income and size.

Coalition parent fee errors

Staff should not take action to recover an incorrect parent fee made due to an error of the coalition or its designee. Once the error is discovered, the coalition must correct the error and apply the corrected parent fee. The coalition shall notify the parent within ten (10) calendar days of changes to the parent fee. This notification must be documented.

Parent fee recovery

In cases when a reimbursement overpayment is caused by an incorrect parent fee assessment which resulted from parent error or parent fraud, the coalition shall attempt to recover the overpayment and document attempts. If the coalition is unsuccessful in recovery of the overpayment, the coalition shall notify the ~~Office~~ Division of Early Learning and submit documentation as necessary in accordance with the ELC's approved anti-fraud plan.

Eligibility Terminations

Policy and Procedures

Policy:

Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services. The termination process listed below will continue until this can be replaced through the Mod processes:

If School Readiness services are being terminated, a Notice of Change in Child Care Status (Termination Notice/4181) must be emailed to the parent/guardian, to the provider and to the caseworker for At-Risk, TCC and TANF referrals. The notice must contain a clear indication as to the reason SR services are being terminated, effective date, and whom it affects. Providers must also be informed of effective dates of any loss of funding and who (which child(ren)) it affects. Under most circumstances, the parent/guardian should receive a minimum 10 to 15 calendar day notice to allow sufficient time to appeal. However, if a client reports an increase in income, or completes their redetermination interview prior to their last day of service and their income has exceeded 85% of the state medium income (SMI), -the Family Services Specialist will explain to the client that they have exceeded the allowable income limit and will need to terminate care in 14 days, or the original redetermination date, whichever is sooner. If the client comes in to redetermine on their redetermination date, services need to be terminated immediately. This information will also be shared with the child care provider on the same day.

For billing groups that provide 12-month eligibilities, services shall be discontinued for a family prior to the end of the 12-month eligibility period under limited circumstances. The family and provider will be notified of disenrollment at a minimum of two weeks prior to termination of services. Qualifying events for termination include:

(a) Excessive unexplained absences that exceed 10 calendar days during a total month of attendance. The coalition shall document 3 attempts to contact the family and the provider regarding excessive absences prior to disenrollment.

(b) Substantiated fraud or intentional program violation determined by the coalition or its designee pursuant Sections 1002.91 and 1002.84 (17), F.S.

(c) A change in residency outside of the state of Florida.

(d) Purpose of care is not reestablished at the end of a three (3) month period.

(e) The family income exceeds 85% of the current state median income.

At times, clients will request that their child's enrollment be "suspended". This is permitted as long as the length of the request is within the original eligibility period given. "Suspend" means to temporarily discontinue services for the parent when the parent intends to resume an eligible education/training or work activity that has an interruption that exceeds three (3) months or the child temporarily does not need school readiness services offered by the coalition.

Procedure:

1. FSS will complete A Notice of Change In Child Care Status (Termination Notice)
2. The original Notice will be sent to parent/guardian's email address.

3. FSS will email a copy to provider and to caseworker for At-Risk children, if applicable
4. FSS will retain a copy ~~in the file or upload to EFSM.~~for the electronic file in EFSM.
5. FSS will put a reminder in their tickler and/or Outlook Calendar for when termination is to be completed.
6. On the day of the termination, as a courtesy to the provider and a best practice, the FSS will notify provider via phone, when time allows and based on the staff's current workload. A Notice of Terminated Children must also be emailed to provider.
~~6.~~7. ~~.~~ FSS must casenote how the Provider was notified stating if only by email, or both email and by phone.
~~7.~~8. FSS will enter a termination date the day of in EFSMod and will enter a termination code according to EFS standards explaining the reason for termination.

*****Important! No active household should be terminated unless the Notice of Termination has been sent to the parent, the provider and a copy uploaded in the client's electronic file. This process will continue until all steps are followed.***

Additional Requirements regarding Disenrollment

1. If disenrollment is necessary, the Early Learning Coalition of North Florida Board of Directors will notify the Primary Service Provider of the decision to disenroll and the proposed timetable within twenty-four (24) hours of the decision being made.
2. The information concerning the disenrollments should be conveyed to all Board Members and staff of the Coalition and Primary Service provider. Every effort should be made to train front line staff on methods of communicating this message in a positive manner to providers and parents.
3. Consideration should be given to a public service announcement that would be jointly written and distributed to the community and media by the Coalition and the Primary Service Provider. This announcement should include: 1) it is a decision of last resort; 2) the need for child care assistance in the Coalition's counties' areas have outgrown school readiness funding; 3) every effort is being given to locate alternative programs; 4) a plea for public/private funding assistance to alleviate further disenrollment.
4. No disenrollment will be permitted for "Must Serve" categories 1 & 2 unless all lower priority children have been disenrolled already and budget constraints require it. Should this occur, the Coalition will consult with ~~OEL~~ DEL and DCF regarding proper notifications and procedures.
5. Children will be disenrolled from the School Readiness program in reverse order of priority placement per Florida School Readiness statute and ~~OEL~~ DEL rule as applicable.
6. Those children that have been disenrolled must be returned to the Wait List; these children who have been placed on the waitlist due to disenrollment will have priority over those that are in the same classification of eligibility. Eligibility determination must be recertified before they are placed back into readiness programs.
7. All lower priority clients on the Wait List will be placed in "frozen" status. The "freeze" will remain in effect until funding to serve additional clients is made available.
8. Guidelines regarding Parental Choice must be met when changing or moving children from one program to another.
9. Parents should be advised that they can seek information regarding alternative programs and resources.
10. Resource and Referral staff will be maintained by the Primary Service Provider to answer questions and give resource information.

11. The Primary Service Provider is responsible for providing the Coalition supporting data in sufficient and acceptable form and substance including adherence to the Coalition's Disenrollment Procedure.

BG1 At-Risk Children

Policy and Procedures

Policy:

"At-risk child" means:

(a) A child from a family under investigation by the Department of Children and Families or a designated sheriff's office for child abuse, neglect, abandonment, or exploitation.

(b) A child who is in a diversion program provided by the Department of Children and Families or its contracted provider and who is from a family that is actively participating and complying in department-prescribed activities, including education, health services, or work.

(c) A child from a family that is under supervision by the Department of Children and Families or a contracted service provider for abuse, neglect, abandonment, or exploitation.

(d) A child placed in court-ordered, long-term custody or under the guardianship of a relative or nonrelative after termination of supervision by the Department of Children and Families or its contracted provider.

(e) A child in the custody of a parent who is considered a victim of domestic violence and is receiving services through a certified domestic violence center.

(f) A child in the custody of a parent who is considered homeless as verified by a Department of Children and Families certified homeless shelter.

Eligibility for Children at Risk of Abuse or Neglect.

(a) At-risk and Protective Service Child Care Authorizations. Eligibility is based on a documented child care authorization from the Florida Department of Children and Families (DCF) or its contracted providers, DCF-designated Lead Homeless Coalition Continuum of Care agency or Certified Domestic Violence Center. "At Risk Child" is defined in Section 1002.81(1), F.S.

1. Child care authorizations for at-risk and protective services categories shall be valid for the duration determined by the referring entity. A child may continue to maintain eligibility under the at-risk or protective services categories as long as there is a current and valid child care authorization. The parent no longer maintains the current purpose for care upon the child care authorization's expiration or upon notification of termination from the referring agency to the coalition, whichever comes first.

2. At-Risk and protective services parents with a valid child care authorization will be authorized for 12-months of child care funding. Each time a child care authorization is renewed during the 12-month authorization of child care funding, child care services will

continue in increments defined by the referring agency.

3. At the initial determination for at-risk child care authorizations, the coalition or contracted designee shall inform the parent that when the referral expires or is terminated by the referring agency, the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category to continue receiving services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the initial child care authorization expires. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

4. If an additional referral is granted to the parent that extends the purpose for care beyond the initial 12-month eligibility period, the coalition shall authorize the parent for an additional 12-month eligibility period, subject to available funding. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.

5. If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months, at which time the parent must reestablish purpose for care to remain eligible. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.

Categories:

Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
BG1	At Risk	11D	At Risk Diversion	**Description:** Child care for a child who is in a diversion program provided by DCF/contractor and who is from a family that is actively participating and complying in DCF-prescribed activities. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from DCF or contracted community-based provider **Income Eligible:** Eligibility is not dependent on income, but if available should be used to calculate parent fee. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. **Countable Income:** If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Authorization Period:** 12 months. **Reference**: 45 CFR, §98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; Sections 1002.81(1)(b) and 1002.87(1)(b)(e), F.S.;

BG1	At Risk	HOME	At Risk Homeless	**Description:** Child care for a child from a family that is in the custody of a parent/guardian who is homeless as verified by a DCF designated-lead agency on homelessness and is participating with a DCF designated-lead agency's continuum of care services plan for homeless families. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements**: Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from a DCF-Designated Lead Agency on homelessness **Income Eligible:** Eligibility is not dependent on income, but if available should be used to calculate parent fee. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. **Countable Income:** If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Authorization Period:** 12 months. **Reference:** 45 CFR, §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(f) and 1002.87(1)(b)(e), F.S.;
BG1	At Risk	FAM	Family Supports	**Description:** Child care for a child from a family that is in the custody of a parent who is a victim of domestic violence and who Is receiving services through a certified domestic violence center. **Applicable Purpose for Care**: Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from a DCF-Certified Domestic Violence Center **Income Eligible:** Eligibility is not dependent on income, but if available should be used to calculate parent fee. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. **Countable Income:** If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Authorization Period:** 12 months. **Reference:** 45 CFR §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(e), and 1002.87 (1)(b)(e), F.S.;

BG1	At Risk	11	At Risk In Home	**Description:** Child care for a child from a family that is receiving in-home protective services and is under supervision by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from DCF or contracted community-based providerIncome Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. **Countable Income:** If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Authorization Period:** 12 months. **Reference:** 45 CFR, §§ Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(c) & 1002.87 (1)(b)(e), F.S.;
BG1	At Risk	13	At Risk Foster Care	**Description:** Child care for a child in foster care protective services under supervision by DCF/contracted provider for abuse, neglect, abandonment, or exploitation. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from DCF or contracted community-based provider **Income Eligible:** Eligibility is not dependent on income, but if available should be used to calculate parent fee. **Household Size:** Related child(ren) on the Child Care Authorization Form only Countable Income: If available, count child(ren)'s income only **Authorization Period:** 12 months. **Reference**: 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50 ; CCDF State Plan, Part 2.5; Sections1002.81(1)(c), and 1002.87 (1)(b)(e), F.S.,
BG1	At Risk	14R	At Risk Out of Home	**Description:** Child care for a child placed in court-ordered custody of a relative/non-relative by DCF/contracted provider and receiving out-of-home protective services. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization:** Yes -- from DCF or contracted community-based provider Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. **Household Size:** Related child(ren) on the Child Care Authorization only Countable Income: If available, count child(ren)'s income only **Authorization Period:** 12 months. **Reference:** 45 CFR §§§98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5;Sections 1002.81(1)(d), and 1002.87(1)(b)(e), F.S.;

BG1	At Risk	IN	Protective Invest In Home	**Description:** Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. Child remains in the home with the alleged perpetrator. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization:** Yes -- from DCF or contracted community-based provider Countable Income: If available, count all earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit and authorized eligibility by the referring agency. **Income Eligible:** Eligibility not dependent on income, but if available should be used to calculate parent fee. **Authorization Period:** 12 months. **Reference:** 45 CFR §§§98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(a) & 1002.87 (1)(b)(e), F.S.; 65C-29.003(9), F.A.C.
BG1	At Risk Protective Investigation	OUT	Protect Invest Out Home	**Description:** Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. Child has been removed from the alleged perpetrator's home where the investigation is being conducted.**Applicable Purpose for Care:** Child Protection (CP)**Work Requirements:** N/A**Child Age Requirements:** Birth to younger than 13 years**Child Care Authorization:** Yes -- from DCF or contracted community-based provider **Countable Income:** If available, count child(ren)'s income only**Household Size:** Related child(ren) on the Child Care Authorization only**Income Eligible:** Eligibility not dependent on income, but if available should be used to calculate parent fee.**Authorization Period:** 12 months. **Reference:** 45 CFR, §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(a) & 1002.87 (1)(b)(e), F.S.;, 65C-29.003(9), F.A.C.

Procedures:

1. Receive referral
   a. **Review entire referral for accuracy.**
      (If the referral indicates the purpose for care is employment, the employment must be verified with one current pay stub or employment verification documentation.)
2. Complete the Agency Referral Acknowledgement Form and fax to caseworker within 24 hours to:
   1. Request missing information or corrections needed
      **See note below under Miscellaneous regarding edits/corrections.*

OR

2. Grant/deny fee waiver/reduction request

a. **All fee waiver/reduction requests must be approved on a case by case basis.**
b. Enter casenote in database recording date of receipt and the action completed via Agency Referral Acknowledgement Form (granting or denial of fee waiver/reduction and/or request for missing or incorrect info.) Enter referral information in APRICOT Referral tracking database (date referral expires is 10 days from the caseworker signature date including the date signed. Ex. Signature date 4/05/12 then expiration date is 4/14/12).
c. Place initial call (Attempt 1) to client.
    A. If client was reached note status (appt. made, serv. not desired, etc..) enter this action in APRICOT referral tracking database.
    B. If client not reached send "unable to contact letter" (Attempt 2) and enter this action in APRICOT referral tracking database
    C. Enter casenotes in database.

3. Place referral in your tickler on the date it is to expire or on the date you have set an appt. with the client
4. When referral is reached in the tickler:
    A. If enrolling: Upon completion of enrollment update APRICOT Referral tracking database with number of new enrollments or select redetermination only.
    B. If expired: complete and fax the Expired Referral Letter to client and Agency Caseworker, place original referral in expired referral binder and update the APRICOT Referral tracking database.
    C. Enter casenotes in EFS client history.

Miscellaneous Information for BG1 Enrollments and Redeterminations

Upon initial enrollment and redetermination:

The children must be under an open At-Risk PI/PS case to be on a referral. A child under protective supervision can be continued on referral for the remainder of the authorization period.

At risk children will be served according to eligibility priority groups described in Florida Statute 1002.87 (1).

Child care for children in licensed out-of-home care shall be in a licensed early education or child care program chosen by the caregiver(s). These providers must be participating in the school readiness program through the local early learning coalition. Examples of licensed early education or child care programs 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.

(e) The cost of child care shall be assumed by the licensed out-of-home caregiver to the extent that subsidized child care is unavailable.

Rilya Wilson Act

The Legislature recognizes that children who are in the care of the state due to abuse, neglect, or abandonment are at increased risk of poor school performance and other behavioral and social problems. It is the intent of the Legislature that children who are currently in the care of the state be provided with an age-appropriate education program to help ameliorate the negative consequences of abuse, neglect, or abandonment.

REQUIREMENTS—

(a) A child from birth to the age of school entry, who is under court-ordered protective supervision or in out-of-home care and is enrolled in an early education or child care program must attend the program 5 days a week unless the court grants an exception due to the court determining it is in the best interest of a child from birth to age 3 years:

1. With a stay-at-home caregiver to remain at home.
2. With a caregiver who works less than full time to attend an early education or child care program fewer than 5 days a week.

(b) Notwithstanding s. 39.202, the department must notify operators of an early education or child care program, subject to the reporting requirements of this act, of the enrollment of any child from birth to the age of school entry, under court-ordered protective supervision or in out-of-home care. If a child is enrolled in an early education or child care program, the child's attendance in the program must be a required task in the safety plan or the case plan developed for the child pursuant to this chapter.

NOTE: When setting up eligibility for the child in EFSM, there is a check box to check if the child falls under the Rilya Wilson Act. This box translates to a red RILYA WILSON REPORTING REQUIRED indicator beside the child's name in the child needing care screen and also places a red RWA indicator in the eligibility screen. Family Services Staff also send a protective services email to the parent and provider which reminds the parent to notify their provider if the child will be absent on any day that same day and also reminds the provider of rule 6M-4.500 requirement of contacting the child's case worker and the ELC prior to the close of business on the day a child is absent and to maintain documentation of the notification. It also specifies for any unexcused absence or seven consecutive days of excused absences. Providers are also given a RWA Protective Services Absence Tracker to help with documenting absence reporting and contacting attempts to the case worker. This

document also provides areas for the child's name, parent or guardian's name, primary phone number and email addresses to be listed as well as the referring agency name, case worker's name, case worker's phone number and case worker's email to be listed for easy access when reporting absences.

ATTENDANCE—

(a) A child enrolled in an early education or child care program who meets the requirements of subsection (3) may not be withdrawn from the program without the prior written approval of the department or the community-based care lead agency.

(b)1. If a child covered by this section is absent from the program on a day when he or she is supposed to be present, the person with whom the child resides must report the absence to the program by the end of the business day. If the person with whom the child resides, whether the parent or caregiver, fails to timely report the absence, the absence is considered to be unexcused. The program shall report any unexcused absence or seven consecutive excused absences of a child who is enrolled in the program and covered by this act to the department or the community-based care lead agency by the end of the business day following the unexcused absence or seventh consecutive excused absence.

2. The department or community-based care lead agency shall conduct a site visit to the residence of the child upon receiving a report of two consecutive unexcused absences or seven consecutive excused absences.

3. If the site visit results in a determination that the child is missing, the department or community-based care lead agency shall follow the procedure set forth in s. 39.0141.

4. If the site visit results in a determination that the child is not missing, the parent or caregiver shall be notified that failure to ensure that the child attends the early education or child care program is a violation of the safety plan or the case plan. If more than two site visits are conducted pursuant to this paragraph, staff shall notify the court of the parent or caregiver's noncompliance with the case plan.

EDUCATIONAL STABILITY—

Just as educational stability is important for school-age children, it is also important to minimize disruptions to secure attachments and stable relationships with supportive caregivers of children from birth to school age and to ensure that these attachments are not disrupted due to placement in out-of-home care or subsequent changes in out-of-home placement.

(a) A child must be allowed to remain in the child care or early education setting that he or she attended before entry into out-of-home care, unless the program is not in the best interest of the child.

(b) If it is not in the best interest of the child for him or her to remain in his or her child care or early education setting upon entry into out-of-home care, the caregiver must work with

the case manager, guardian ad litem, child care and educational staff, and educational surrogate, if one has been appointed, to determine the best setting for the child. Such setting may be a child care provider that receives a Gold Seal Quality Care designation pursuant to s. ~~402.281,~~1002.945 ~~a provider participating in a quality rating system~~, a licensed child care provider, a public school provider, or a license-exempt child care provider, including religious-exempt and registered providers, and nonpublic schools.

(c) The department and providers of child care and early education shall develop protocols to ensure continuity if children are required to leave a program because of a change in out-of-home placement.

TRANSITIONS—

In the absence of an emergency, if a child from birth to school age leaves a child care or early education program, the transition must be pursuant to a plan that involves cooperation and sharing of information among all persons involved, that respects the child's developmental stage and associated psychological needs, and that allows for a gradual transition from one setting to another.

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Any corrections/edits made to referral must include: 1. initials; 2. **date & time**; 3. name of person from whom authorization to change/edit was given. This information should be recorded manually on the referral AND a history note must be entered in the client record. Signature dates cannot be edited under any circumstances. If there is an error involving the signature date, a new referral must be requested. All communication should be included in the case-notes.

Referral authorization dates cannot be backdated beyond the date of the caseworker signature.

For parents/guardians when the fee waiver/reduction is not granted, the BG8 eligibility process should be followed to determine parent fees. As a best practice, if parents/guardians do not provide proof of income, the parent fee should be set to the highest possible parent fee on the sliding fee scale prior to being waived/reduced for the duration of the referral. This will encourage parents/guardians to obtain a purpose of care as quickly as possible after a referral is no longer valid. Services will not be denied if documentation is not supplied. Parent fees should be determined as accurately as possible with the written or verbal information available. The *Request for Missing Documents Form* to obtain missing documentation process *(see below)* will be used to provide proof of attempts to complete the file.

From DOEL: At-Risk children should not be denied services while ECS works to obtain the necessary documentation to support the child's age. ECS must work with the referring entity to obtain the supporting documentation which could be a copy of the court order indicating the child was removed from the home. Documentation to support the effort in obtaining the necessary evidence should be maintained in the file while awaiting the corroborating documentation. Example: a letter or a notice indicating the request of the documentation. Supporting documentation obtained must contain the child's name and date of birth, establishing the child is of an appropriate age to receive funding.

(Request For Missing Documents Form)

Internal Procedures to obtain missing documentation

When possible, all paperwork should be completed for BG1 clients as for all other clients. When required documents are missing:

1. Upon the 10th day after enrollment or redetermination, complete the *Request for Missing Documents Form* (Attempt 1). Original goes to parent. A copy is sent to caseworker. Place in tickler for ~~15~~ 10 days. Casenote
2. On the 20~~5~~th day, complete attempt 2. Same as above. Casenote
3. On the 3~~4~~0th day, complete attempt 3. Same as above. Place *Request for Missing Documents Form* with all 3 attempts documented in client's electronic file. No further are attempts required. Casenote.

If documentation was never received during initial authorization and a new referral is received several months later renewing child care authorization, this process must be followed again if documentation is not provided at redetermination.

– TANF Eligible –
Policy & Procedures

Policy:

***Note:* Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations- locally developed documents or other methods of documenting the family's eligibility so that they may receive services.**

Welfare Transition Program. Eligibility is based on a documented child care authorization issued by DCF or the local workforce agency.

Temporary Cash Assistance parents must also maintain compliance with statutory welfare transition program requirements by DCF or the local workforce referral agency, as monitored by the referring agency.

All children eligible under the Temporary Cash Assistance, Temporary Cash Assistance Respite, and Temporary Cash Assistance Applicant programs will be authorized for child care funding for the period indicated by the referring agency's child care authorization. The

parent no longer maintains purpose for care under this eligibility category upon child care authorization expiration or upon notification of termination from the referring agency to the coalition, whichever comes first.

The coalition or contracted designee shall inform the parent and DCF or local workforce referral agency that when the child care authorization expires the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category (BG8 – ECON) to continue to receive services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the child care authorization expires. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

Categories:

School Readiness Service Priorities

Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
BG3	Temporary Cash Assistance Not Working	TCAN	TCA Not Working	**Description:** Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is receiving temporary cash assistance (TCA) under chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in activities assigned by the referring agency. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form. **Applicable Purpose for Care:** Education & Training (ET), Job Search (JS) or Work Activity (WA) **Work Requirements:** Based on the federal work requirements activity assigned by the referring agency. **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from Welfare Transition Program/local workforce board **Income Eligible**: Yes -- at or below 185 percent of Federal Poverty Level (Determined by DCF) **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group. **Countable Income:** Countable unearned income from all household members who are included in the TANF assistance group. Employment income should not exist for this category. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Authorization Period:** Based on Child Care Authorization Form - maximum is six months. **Reference:** 45 CFR §§98.44, 98.50; CCDF State Plan, Part 2.5; Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C.

BG3W	Temporary Cash Assistance Working	TCAW	TCA Working	**Description:** Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is employed and receiving temporary cash assistance under chapter 414 F.S., and subject to the federal work requirements. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form. **Applicable Purpose for Care:** Employment (EM), Both Employment and Training and/or Education (TT) **Work Requirements:** Based on the federal work requirements activity assigned by the referring agency. **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from Welfare Transition Program/local workforce board **Income Eligible:** Yes -- at or below 185 percent of FPL (Determined by DCF) **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group. **Countable Income:** Earned and countable unearned income from all household members who are included in the TANF assistance group. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Authorization Period:** Based on Child Care Authorization Form - maximum is six months. **Reference:** 45 CFR §§98.44, 98.50; CCDF State Plan Part 2.5; Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C.
WRC	Temporary Cash Assistance Respite	RCI	TCA Respite	**Description:** Child care for a child from a family that includes a parent who is receiving temporary cash assistance (TCA) under chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in respite activities assigned by the referring agency. Participants may participate in an out-of-home residential treatment for alcoholism, drug addiction, alcohol abuse, or a mental health disorder, as certified by a physician licensed under chapter 458 or chapter 459, F.S., instead of a work activity while participating in treatment. The participant shall be required to comply with the course of treatment necessary for the individual to resume work activity participation. The treatment agency shall be required to notify the referring agency with an initial estimate of when the participant will have completed the course of treatment and be ready to resume full participation in the Welfare Transition Temporary Cash Assistance Program. Care may be provided for up to 24 hours per day. **Applicable Purpose for Care:** Respite Services (WR) **Work Requirements:** Based on the federal work requirements activity assigned by the referring agency. **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** Yes -- from Welfare Transition Program/DCF **Income Eligible:** Yes -- at or below 185 percent of FPL (Determined by DCF) **Household Size:** All children younger than 18 years and

				household members who are 18 years of age or older who are included in the TANF assistance group. **Countable Income:** Earned and countable unearned income from all household members who are included in the TANF assistance group. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Authorization Period:** Based on a documented Child Care Authorization Form not to exceed 60 days Reference: 45 CFR §§98.44, 98.50; CCDF State Plan, Part 2.5.; Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C.; Section 1002.89, F.S.
BG3AP	Economically Disadvantaged TCA Applicant	APP	TCA Applicant	**Description:** Temporary child care for a child from a family that is economically disadvantaged who has applied for TCA, including an up-front diversion payment in order to seek employment.**Applicable Purpose for Care:** Employment (EM), Education & Training (ET), Employment and Education and/or Training (TT), Job Search (JS) or Work Activity (WA)**Work Requirements:** Based on the federal work requirements activity assigned by the referring agency. **Child Age Requirements:** Birth to younger than 13 years.**Child Care Authorization Form:** Yes -- Welfare Transition Program/local workforce board **Countable Income:** Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years.**Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.Income Eligible: Yes-- at or below 150 percent of FPL **Authorization Period:** One 30-day period. **Reference:** 45 CFR. §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.; Section 1002.89, F.S.

Billing Group 3 BG3R-RCG and BG3-28A (Relative Caregivers)

Policy and Procedures

Policy:

***Note:* Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.**

Children in the Relative Caregiver program. Eligibility under this category is not dependent on family income or work requirements and will instead be based on a documented referral from the Department of Children and Family Services, or its contracted provider for BG3R-RCG and documentation from the Department of Children and Families showing TANF

amounts with the recepients name. A child may continue to maintain eligibility under this category if there is a current and valid referral from the Department of Children and Family Services or its contracted provider. Prior to disenrolling any child under this category, the coalition or its designee shall contact the referral agency to verify continued eligibility.

Relative Caregiver Program

Child Care Authorization and Relative Caregiver Program Eligibility. In order for a child to be eligible to receive school readiness services in the following categories, pursuant to Sections 1002.87(1)(a)-(i), F.S., a child care authorization or documentation the parent receives relative caregiver payments must be issued by the appropriate agency.

A child may continue to maintain eligibility under the relative caregiver program category if upon closure of the protective services case, the guardian is in receipt of Relative Caregiver Assistance payments for the child in need of school readiness services from the Florida Department of Children and Families.

A child may continue to maintain eligibility under the relative caregiver category for up to 12-months, as determined by the coalition, as long as the parent is in receipt of relative caregiver or Guardian Assistance payments.

At the initial determination for relative caregiver eligibility, the coalition or contracted designee shall inform the parent that when receipt of relative caregiver payments ends the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category to continue the remainder of the initial 12-month authorization period. Purpose for care must be established no later than three (3) months after the receipt of relative caregiver payments ends or upon termination of relative caregiver or Guardian Assistant payments, whichever comes first. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months~~,~~ another eligibility category (BG8 – ECON) to continue to receive services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the child care after the end or termination of relative caregiver/guardian assistant payments. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.
~~at which time the parent must reestablish purpose for care to remain eligible. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.~~

Categories:

BG3R-RCG -

SR at-risk – TANF relative caregiver (RCG) – SR services a coalition provides to a child in court-ordered relative care. DCF or its contracted service provider must submit a documented Child Care Authorization Form. Eligibility is not dependent on family income or work requirements. A letter from DCF stating the individual is a relative caregiver receiving RCG payments can establish eligibility.

This program provides monthly cash assistance to relatives who meet eligibility rules and have custody of a child under age 18 whom a Florida court has ordered dependent and DCF Child Welfare/Community Based Care (CW/CBC) contracted provider placed in the relative's home. The monthly cash assistance amount is higher than the Temporary Cash Assistance for one child, but less than the amount paid for a child in the foster care program. Only the child's income and assets are considered when determining eligibility and payment amounts. TCA bases payments on the child's age and any countable income. Monthly payments for children with no countable income are

Age 0 through 5 – $242 per child.
Age 6 through 12 – $249 per child.
Age 13 through 17 - $298 per child

Eligibility Criteria – Relative Care Giver
Only the child must meet all eligibility criteria to receive RCG benefits. Some of the eligibility criteria are
☐**Citizenship –** Individuals must be U.S. citizens or qualified noncitizens.
☐**Residency –** Individuals must live in the state of Florida.
☐**SSN –** Child must have a Social Security Number or prove he/she has applied for one.
☐**Assets –** Child's countable assets must be equal to or less than $2,000.
☐**Relationship –** Relative caregiver must be within the specified degree of relationship to the child's parent or stepparent.
☐**Income –** Child's net countable income cannot exceed the payment standard for the child's age (see payment amounts above).
☐**Child Support Cooperation –** Relative caregiver must cooperate with child support enforcement to identify and locate the parents, to prove a child's legal relationship to the parent and to petition the court to order child support payments.
☐**Immunizations –** Children under age 5 must be current with immunizations.
☐**Learnfare –** Child age 6 to 18 must attend school.

o **RCG funding documentation –**
☐Verification from the case manager or an award letter/ACCESS printout showing how much the recipient receives and who the grant includes.
☐Letter from DCF stating the individual is a relative caregiver (see Memo dated May 1, 2008, on Relative Caregiver Eligibility).

Guardianship Assistance Program (GAP)

- Monthly Financial Support Under the Guardianship Assistance Program, caregivers are eligible to receive a minimum of $333 monthly payment per child once the caregiver has met all eligibility criteria.

- The child must be placed with a relative or fictive kin.
- The court must have approved the child's placement with the relative or fictive kin.
- The relative or fictive kin has been licensed as a foster parent specific for the child whom the person is seeking benefits.
- The relative or fictive kin has been eligible to receive a foster care room and board payment for the child for at least six consecutive months.
- The permanent guardianship case plan must include Guardianship Assistance Program language.
- The court case must close in permanent guardianship.
- Unless the ELC or ECS staff become aware of a change of status, eligibility will be reviewed annually.

1. **BG3R-RCG -** Child care for a child who has been adjudicated dependent and has had an approved home study and has either been placed by the court with a relative under protective supervision or the court has given relative temporary custody. The guardian must be a recipient of the Relative Caregiver or Guardianship Assistance ~~Assistnace~~ program payment. Written documentation from DCF or its contractor is acceptable to establish continued eligibility in lieu of the standard referral.
2. **BG3-28A** - Services provided to a child placed with a relative permanently or on a short-term basis, who is receiving temporary cash assistance as a TANF "Child Only" case. Must have documentation from the DCF showing TANF amount with the recipient's name. Child care services are provided for placements meeting the definition of working families (need a purpose of care). Eligibility is not dependent on family income. Care is authorized for a maximum of 12 months or less. The coalition must verify employment/purpose of care **with one current pay stub or employment verification documentation.** Care is authorized for a maximum of one year.

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition

2, 5, 9	BG3R	At Risk	RCG	At Risk RCG	**Description:** Child care for a child who is a recipient of the Relative Caregiver payment and determined to be a court ordered dependent by a Florida court and placed in a relative's home by the DCF/contracted provider. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization:** No -- verification of current RCG payment is required **Countable Income:** If available, count child(ren)'s income only **Household Size:** Related child(ren) only **Income Eligible:** Eligibility not dependent on income, but if available use to calculate parent fee. **Authorization Period:** 12 months or less **Reference:** 45 CFR, §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(d) & 1002.87 (1)(b)(e), F.S.
2, 5, 9	BG3R	At Risk	GAP	At Risk GAP	**Description:** Child care for a child when the family is a recipient of the Guardianship Assistance Program determined to be a court ordered dependent by a Florida court and placed in a relative's home by the DCF/contracted provider. **Applicable Purpose for Care:** Child Protection (CP) **Work Requirements:** N/A **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization:** No -- verification of current GAP payment is required **Countable Income:** If available, count child(ren)'s income only **Household Size:** Related child(ren) only **Income Eligible:** Eligibility not dependent on income, but if available use to calculate parent fee. **Authorization Period:** Up to 12 months **Reference:** 45 CFR, §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(d) & 1002.87 (1)(b)(e), F.S.

3, 6, 9	BG3	Economically Disadvantaged TANF Child Only	28A	TANF Child Only	**Description:** Child care for a child who is recipient of temporary cash assistance as a TANF "child only case" who has been placed with a relative permanently or on a short-term basis. Must have documentation from the DCF showing TANF amount with the recipient's name. Guardian(s) must meet the purpose for care requirements. **Applicable Purpose for Care:** Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT) or Disability (DI) **Work Requirements:** Guardian(s) must be working or engaged in eligible education/training activities at least 20 hours per week or may be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, F.S. **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** No (verification of TANF child only payment needed) **Countable Income:** Child(ren) income only **Household Size:** Child(ren) only **Income Eligible:** Yes-- child's income at or below 150 percent of FPL for entry into program, at or below 200 percent of FPL for continued eligibility; graduated phase-out applies for income above 200 percent of FPL to 85 percent of State Median Income (SMI) for a family of up to seven; for families of 8 or more, the upper income threshold is at or below 85 percent SMI for continued eligibility. **Authorization Period:** 12 months or less **Reference:** 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.;

BG3R-RCG and BG3-28A TANF amounts

Note: In some cases the TANF amount received will be lower than the amounts listed below. In such cases, it is indicated that the family is receiving additional income, and the FSS should ask the caregiver about that to determine whether additional income should be counted. A case note should be made in EFS history notes.

BG3R-RCG:

Age	TANF amount received
0-5 years	$242 for each child
6-12 years	$249 for each child
13+	$298 for each child

BG3-28A:

~~Number of children~~ ~~TANF amount received~~

~~$180~~

~~$241~~
~~$303~~
~~$364~~
~~$426~~
~~$487~~
~~$549~~
~~$610~~
~~$671~~
~~$733~~

Temporary Cash Assistance Benefit Chart

The chart below shows the maximum payment of TCA available based upon the family size and the amount of the family's shelter obligation. A household's actual TCA payment will vary based upon the household's countable income.
The family size is the number of eligible household members in the family.

TEMPORARY CASH ASSISTANCE MONTHLY PAYMENT MAXIMUMS			
	Shelter Obligation		
	$50.01 and up	$0.01- 50.00	$0
Family Size	Payment Standard	Payment Standard	Payment Standard
1	$180	$153	$ 95
2	$241	$205	$158
3	$303	$258	$198
4	$364	$309	$254
5	$426	$362	$289
6	$487	$414	$346
7	$549	$467	$392
8	$610	$519	$438
Additional Person	+$62	+$52	+$48

In both BG3R-RCG and BG3-28A, the family size should only be equal to the number of children in the household receiving TANF. The guardians and other family members not receiving TANF should not be counted.
The income used to calculate parent fees will only be the amount of TANF listed on the "Letter of Eligibility" (CNPE) printout and any other income collected by the caregiver for the child (ex. Child Support).

Procedures:

1. Obtain recent documentation of proof of TANF payments.
    a. Samples of documentation are:

i. Print out from ACCESS
ii. Recent letter of eligibility

b. Compare documented TANF amount with the TANF amounts above to determine billing group category

2. All other eligibility requirements apply.
3. ~~3.~~ Maximum redetermination period is one year.

BG5 – Billing Group 5-
Policy and Procedures

Policy:

Note: ***Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.***

Transitional Child Care/Non-Temporary Cash Assistance, whose children shall be eligible based on a documented referral and documented compliance with statutory welfare transition program requirements by the Department of Children and Family Services or the local workforce referral agency. Once determined eligible for school readiness services a child shall remain eligible until he or she reaches kindergarten age. However, eligibility for financially-assisted school readiness services under this category may only continue:

1. Within the time limit for welfare transition services authorized in statute, provided the parent is in compliance with all statutory welfare transition program participation requirements, if the child is eligible based on the parent's participation in a welfare transition program.

Category:

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition

4, 7, 9	BG5	Transitional Child Care	TCC	Transitional Child Care	**Description:** Child care for a child from a family that includes a parent or parents who transitions from a workforce program into employment as described in Section 445.032, F.S. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form. **Applicable Purpose for Care:** Employment (EM), Both Employment and Training and/or Education (TT). **Work Requirements:** Employment or Both Employment and Education and/or Training based on documented Child Care Authorization Form. **Child Age Requirements**: Birth to younger than 13 years **Child Care Authorization Form:** Yes -- Welfare Transition Program/local workforce board **Countable Income:** Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. **Income Eligible:** Yes -- at or below 200 percent of FPL initial entry and continued eligibility; **Authorization Period:** 12 months or less. **Reference:** 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Section 1002.81(7) & 1002.87(1)(d), F.S.;

Important Note: ALL TCC start dates will be at the first of the month and end dates will be the last day of a month. You must casenote the remaining months of TCC when determining/redetermining eligibility.

<u>Procedures</u>

1. Receive referral
    a. Review entire referral for accuracy – return to or contact caseworker if necessary
        A. Note: If dates or required items are missing, a new referral must be obtained or alternatively the FSS may contact the referring case worker and make pen or pencil changes. Any pen or pencil changes should be signed and dated by the FSS and include the date, time and name of authorizing case worker. If an email and/or fax is sent to the referring case worker, a copy of such must be attached to the referral. Case notes documenting the changes and approvals must be attached as well. The FSS must document attempts to obtain information missing on

referrals. Two documented attempts (phone call & email or fax) would typically represent due diligence.

2. Complete acknowledgement and fax to caseworker within 24 hours
   a. Enter casenote in EFS MOD, recording date of receipt and completion of acknowledgement (if new client, create an EFS record)
3. Enter referral information in Apricot Referral tracking database (date referral expires is 10 days from the caseworker signature date including the date signed. Ex. Signature date 4/05/12 then expiration date is 4/14/12).
4. Place initial call (Attempt 1) to client
   A. If client was reached note status (appt. made, serv. not desired, etc..) enter this action in Apricot referral tracking database
   B. If client not reached send "unable to contact letter" (Attempt 2) and enter this action in Apricot referral tracking database
   C. Enter case-notes in EFS MOD

5. Place referral in your tickler on the date it is to expire or on the date you have set an appt. with the client
6. When referral is reached in the tickler:
   A. If enrolling: Upon completion of enrollment update Apricot Referral tracking database with number of new enrollments or select redetermination only.
   B. If expired: complete and fax the Expired Referral Letter to client and Agency Caseworker, place original referral in expired referral binder and update the Apricot Referral tracking database.
   C. Enter case-notes in EFS MOD. Must enter a TCC history code specifying the TCC time frame and months of TCC remaining.

BG 8 –Economically Disadvantaged & Migrant Farmworkers

Policy and Procedures

Policy:

Note: ***Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.***

Income Based Eligibility Categories.

(a)Initial Eligibility Determination.

The age limits of eligible children are set forth in Section 1002.87(1), F.S. as follows:

Priority 3- *Priority shall be given next to a child from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. who is from a working family that is economically disadvantaged, and may include such child's eligible siblings, beginning with the school year in which the sibling is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. until the beginning of the school year in which the sibling is eligible to begin 6th grade, provided that the first priority for funding an eligible sibling is local revenues available to the coalition for funding direct services.*

Priority 6- *Priority shall be given next to a child who is younger than 13 years of age from a working family that is economically disadvantaged. A child who is eligible under this paragraph whose sibling is enrolled in the school readiness program under paragraph (c) shall be given priority over other children who are eligible under this paragraph.*

The family's income, as defined in Section 1002.81(8), F.S., must be at or below 150 percent of the Federal Poverty Level (FPL) for economically disadvantaged children for entry into the school readiness program. If 85 percent of the State Median Income (SMI) is less than 150 percent of the FPL, then 85 percent of the SMI is the income threshold for entry into the school readiness program for economically disadvantaged. If 85 percent of the SMI is less than 200 percent of the FPL, then 85 percent of the SMI is the income threshold for entry into the school readiness program for SR Match Funding children.

A family shall not have assets that exceed one million dollars (as certified by a member of such family). This applies to all children funded with Child Care Development Block Grant funds, including children identified in Section 1002.81(1), F.S.

The family must also meet the definition of "Working Family" as defined by Section 1002.81(16), F.S. Initial eligibility determinations for Economically Disadvantaged, Special Needs, and Child Care Executive Partnership children will be authorized for 12-months of child care funding.

If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months, at which time the parent must reestablish purpose for care to remain eligible. The time_period that surpasses the initial authorization will be counted toward the subsequent authorization period. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

A reduction in work and/or education hours below the 20 hours per week that occurs during a family's 12 – month eligibility authorization period will not be considered a loss in purpose for care and therefore the 3-month period to re-establish their purpose for care will not be applied. The family will remain eligible under these circumstances and the coalition will continue providing services to the family at the same level of care for the duration of the 12-month authorization.

(b) Maintaining Eligibility at Redetermination.

Age of the child. The age of eligible children is set forth in Section 1002.87(1), F.S. (see initial eligibility) If a child's age exceeds the age limit during the 12-month authorization period, the child shall continue to receive services for the remainder of the 12-month authorization period.

The family's income must remain at or below 85 percent of the State Median Income (SMI) as the upper level of the program subsidy support. A family shall not have assets that exceed one million dollars (as certified by a member of such family).

The family must also meet the definition of "Working Family" as defined by Section 1002.81(16), F.S. as follows:

(16) "Working family" means:

(a) A single-parent family in which the parent with whom the child resides is employed or engaged in eligible work or education activities for at least 20 hours per week;

(b) A two-parent family in which both parents with whom the child resides are employed or engaged in eligible work or education activities for a combined total of at least 40 hours per week; or

(c) A two-parent family in which one of the parents with whom the child resides is exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, and one parent is employed or engaged in eligible work or education activities at least 20 hours per week.

All redetermining eligible Economically Disadvantaged and Special Needs children will be authorized for 12-months of child care as funding allows.

Notification to parents

The coalition or contracted designee shall notify the parents of their responsibility and the method to notify the coalition or contracted designee within ~~10~~ -14 calendar days of any change of circumstances related to:

1. Address,
2. Temporary/Non-temporary work or education status,
3. Family size,
4. Failure to maintain attendance at a job training or education program,
5. Income exceeds 85% of the state median income (SMI).

Payment Certificates

Upon determination of eligibility, parents and guardians will be instructed on how to sign their child care (payment) certificate through EFSM.~~.~~ The payment certificate identifies the child(ren) for whom a coalition authorized child care, the provider the family selected,

signatures of both the client and school readiness provider representative, the assessed parent copayment for each eligible child, the authorized hours of care and the authorized begin and end dates for school readiness services.

***Note:* Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.**

Transfer of School Readiness Services.

Eligible families shall continue to receive school readiness services during the 12-month eligibility period due to a change in residence within the state to a different coalition service area.

(a) The school readiness funding shall transfer to the coalition service area that the family relocates to. Funding shall reflect the remaining balance of 12-month eligibility. Transferring families are subject to the same document requirements found under subsection 6M-4.208(4), F.A.C. The coalition shall make every effort to coordinate with the transferring coalition to obtain documents that would be valid regardless of the location of the coalition such as birth certificates, shot records or proof of parental relationship. Any documentation received because of new employment in the receiving coalition shall not be used ~~in~~ -to increase a family's copay.

(b) The parent copayment may not be increased due to a transfer of services outside of the coalition service area.

(c) The coalition service area of transfer will be responsible for the redetermination of eligibility at the end of the original 12-month authorization period.

(d) If the family transfers during a three (3) month period to reestablish a purpose of care, the family must reestablish a purpose of care by the end of the three (3) month period for services to be continued in the new coalition service area.

Termination of School Readiness Services.

Services shall be discontinued for a family prior to the end of the 12-month eligibility period under limited circumstances. The family and provider will be notified of disenrollment at a minimum of two weeks prior to termination of services. Qualifying events for termination include:

(a) Excessive unexplained absences that exceed 10 calendar days during a total month of attendance. The coalition shall document 3 attempts to contact the family and the provider regarding excessive absences prior to disenrollment.

(b) Substantiated fraud or intentional program violation determined by the coalition or its designee pursuant Sections 1002.91 and 1002.84 (17), F.S.

(c) A change in residency outside of the state of Florida.

(d) Purpose of care is not reestablished at the end of a three (3) month period.

(e) The family income exceeds 85% of the current state median income.

Categories:

School Readiness Service Priorities

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
3, 6, 9	BG8	Economically Disadvantaged	ECON	Economically Disadvantage	**Description:** Child care for a child from a family that is economically disadvantaged including, but not limited to, a working migratory family that is economically disadvantaged as defined by 34 CFR s. 200.81(d) or (f) or an agricultural worker who is employed by more than one agricultural employer during the course of a year, and whose income varies according to weather conditions and market stability. **Applicable Purpose for Care:** Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT), Migrant Employed (ME) or Disability (DI) **Work Requirements:** In a one parent family, the parent must be employed at least 20 hours per week or engaged in eligible educational activities unless exempt from work requirements due to age or disability. In two parent families, both parents must be working a combined total of 40 hours per week or engaged in eligible education activities unless exempt from work requirements due to age or disability. Parent(s) with whom the child resides can be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, F.S. **Child Age Requirements:** Birth to younger than 13 years **Child Care Authorization Form:** No **Countable Income:** Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.

					Income Eligible: Yes-- at or below 150 percent of FPL for entry into program, at or below 85 percent for continued eligibility; if 85 percent of State Median Income (SMI) is less than 150 percent of FPL, this is the income threshold for entry into the program **Authorization Period:** 12 months. **Reference:** 45 CFR. §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.;

Maintaining Eligibility during Breaks in Employment

Policy and Procedures

Maintaining Eligibility During an Interruption in Employment Activities or Education Activities.

1. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in employment activity~~, as defined in paragraph (1)(k) of this rule~~, with an option to return to that activity, not to exceed three (3) months. If the temporary interruption in employment exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's employment resumes. The child shall not be placed on the waiting list if the parent has verification that they are still employed and returning to that employment. Care may be re-established for the remainder of the initial 12-month authorization upon resumption of employment and reevaluation of the remaining eligibility factors.

2. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in the parent's educational activity with an intent to return to the education activity at the next available full semester or term, not to exceed three (3) months between a semester or term. If the temporary interruption exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's education enrollment resumes. The child shall not be placed on the waiting list if the parent has verification that they have enrolled in the next semester. Care may be re-established for the remainder of the initial 12-month authorization upon resumption of education and reevaluation of the remaining eligibility factors.

3. School readiness children shall not be terminated prior to the end of the 12-month eligibility period based on a parent's non-temporary interruption or cessation of employment, attendance at a job training or education program. Parents shall be provided a three (3) month period to re-establish their purpose for care. The 3-month period will start on the last day of verifiable employment/training/education for working families or the last day of the referral period for at-risk families. If a parent does not establish a purpose for care at the end of the three (3) month period, school readiness funding will be discontinued.

4. Parents and providers must be notified if, as a result of any redetermination, a child is determined ineligible for financial assistance within ~~10~~ 14 calendar days.

Special Needs Child &CF SN Eligibility/Enrollment

Policy and Procedures

Policy:
The coalition is allowed to provide services to a child ages 3 years through admission to kindergarten who has special needs and has been determined eligible as a student with a disability. The child must have an Individual Education Plan (IEP) with a Florida school district. Eligibility ends once a child is eligible for admission to kindergarten in a public school.

Although all earned and countable income is calculated to determine parent fees, this billing group is not income eligible therefore can be above 85% of the state medium income (SMI) and still be eligible for services. If this is the case, the maximum parent fee should be assessed for the client's family size.

This billing group also does not require for clients to meet this minimum work requirements. This means that a one parent household can still be eligible if they are not working or going to school a minimum of 20 hours. Two parent households can still be eligible in this billing group if they are working and/or going to school less than a combined 40 hours.

School Readiness Service Priorities

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
8	CF	Special Needs	SN	Special Needs	**Description:** Child care for a child, who been determined eligible as a child with a disability according to Chapter 6A-6, FAC and is participating in a program for children with disabilities through the school district. ~~has special needs and learning delays, has been determined eligible as a student with a disability, has a current individual education plan with a Florida school district, and is not younger than 3 years of age. A special needs child eligible under this billing group remains eligible until the child is eligible for admission to kindergarten in a public school under Section 1003.21(1)(a)2, F.S. Allocation requires office approval.~~ **Applicable Purpose for Care:** Special Needs (SN) **Work Requirements:** N/A **Child Age Requirements:** 3 years of age through admission to kindergarten in a public school **Child Care Authorization Form:** No - IEP needed from local school district **Countable Income:** Earned and countable unearned

					income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. **Household Size:** All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. **Income Eligible:** No **Authorization Period:** 12 months. **Reference**: Section 1002.87(1)(h) and 1003.21(1)(a)2, F.S.

Note: The Special Needs Rate is the same rate as the infant rate. In order to ensure that providers are being reimbursed at the correct rate for these children, the care level for these children should be the special needs care level. Under Rule 6M-4.500, FAC (draft rule as of 8/25/2022) "a child care provider may be reimbursed by the coalition at a higher rate if caring for any SR child with special needs requiring additional care beyond services required by the Americans with Disabilities Act (ADA)."

Once this rule is finalized, in order for a provider to receive a special needs rate, the provider will be required to submit a list of services it will provide to each child with special needs in addition to routine school readiness services. The rule will also require that the provider will have to clarify the child's condition by a validated licensed health, mental health, education or social service professional other than the child's parent or person employed by the child care provider. Once clarified, these items are received, the coalition may negotiate the special needs rate to pay up to 20% above the infant care rate based on the score of the Matrix of Services Tool completed by a coalition designee. The Matrix must be based on the individual need of the child's disability or delay. The Matrix has 5 domains A-E. The rater should complete each domain individually to issue a domain rating to record at the bottom of each domain checklist A-E. Once the information for Domains A-E are determined, additional points can be added to the rating by checking any Special Considerations statements that may apply. The five domain ratings and the Special Considerations rating summed together indicate the total ratings on the final page of the matrix. Using a Differential Percentage Scale within the matrix, note the percentage rate increase the provider may be paid over the infant care rate. Once the rate is finalized, the Family Services Specialist will choose the differential percentage option is within the child's enrollment when checking a box stating the child is Special Needs.

Once Rule 6M-4.500, FACRule is finalized, an official policydetailed procedures with detailed procedures will be added to this document. For now, this is an explanation to staffas to what to expect in the near future and as to why the special needs care level was removed from EFSM, and replaced by a check box to indicate if a child is special needs and the ability to

assign a 10%; 15%; 20% differential payment to an enrollment was added ~~in the enrollment screen~~.

Deciding Client or Child Eligibility for Relative Caregivers

Policy and Procedures

Policy:
When setting up eligibilities for BG3 28A and RCG, ECS will do what is in the best interest of the family as determined by lowest parent fee possible. When creating separate child eligibilities, ECS will manually give sibling discounts. Regardless of client or child eligibility, all paperwork will be kept in the EFSM file, omitting income as needed per billing group.

Duplicate Records

Policy and Procedures

Policy:

***Note:* Should EFS Mod not be fully functional, ECS will be using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.**

A formal process for reconciling duplicate records will be determined once the system is fully functional.

How to AVOID duplicating records:
The person entering a record MUST do a query of both the parent and child name in the system on both the eligibility and SR application side.

Dual Eligibility

Policy and Procedures

Policy:
In the case of a child or family having **Dual Eligibility** for School Readiness services, we will choose the eligibility for each child that keeps all of the children in the family in the same funding category **as long as all of the children qualify**. Other factors to consider once this is addressed is which eligibility will serve the family's long term needs best. Considerations will

include which eligibility has the highest priority for service and if any of the children are protective service. The factors to consider may vary in importance from family to family so each decision must be documented in case notes.
An exception to this is any child with a Must Serve (BG1, BG3, BG5) eligibility should always be enrolled as their corresponding eligibility regardless of any other considerations.

Example: A family qualifies as BG8 but one of the children is a niece with an open protective service case and was placed out of the home into the aunt's home. The child qualifies as a BG1 (14R) and should be enrolled as such even though the rest of the children qualify as BG8.

Procedures:

Miscellaneous Information:
Family with a dual eligibility where all incomes are counted, each eligibility must be opened under each child's name accordingly. Each eligibility must have the appropriate household size and income applicable to that eligibility.

Example : A mother, with her own child, is receiving income from her employer and death benefits. She also has her niece who receives Child Only TANF. All income is counted and must be entered in EFS Mod appropriately. However, the eligibility screen must be revised as follows:

Eligibility	Client's own child's name	Client's niece's name
Funding	BG8-ECON	BG3-28A
Purpose of Care	Employment	Employment
Income	Employment income & Death benefits	TANF Child Only Income
Household size	Client and her own child	Child receiving TANF Child Only
Redetermination	Follow BG8 redetermination policy	Follow BG3-28A redetermination policy

Eligibility for School Readiness and VPK for ECS Staff & Friends and Family of ECS Staff

Policy and Procedures

Policy:
If a current or former employee from any department of ECS applies for services, eligibility is to be determined by the Family Services Coordinators. No employee can find him or herself eligible for School Readiness or VPK as this represents a conflict of interest. After eligibility has been established the electronic file is to be reviewed by the Manager of Family Services. The

same guidelines, policies and procedures used to determine if members of the general public are eligible for services will be used to determine eligibility for ECS staff.

If an employee has a friend or family member that is applying for services, the ECS staff member should notify their supervisor so that arrangements can be made for another employee or supervisor to determine their eligibility as this represents a conflict of interest. The same guidelines, policies and procedures used to determine if members of the general public are eligible for services will be used to determine eligibility for family members and friends of ECS staff.

Self Employed: Guidance for determining income of self-employed individuals

Self-Employed Income

Policy:

Self-employed applicants shall provide appropriate documentation sufficient to determine hours worked and income, such as: business account ledgers, written documentation from customers, contractors, or federal tax returns.

Preferred Source: Income tax record and all accompanying Tax Schedules from most recent year if reflective of current earnings circumstance should be used to determine countable income. If not reflective of current earnings for the household or applicant/recipient has not been self-employed long enough to have filed income tax then the complete business records year to date should be requested from the household. This includes complete record of earning and proof of expenses. No expense should be considered as an allowable deduction unless proof of the expense such as a receipt has been received. Business earnings/expense statements from accountants are acceptable forms of documentation. Depreciation, meals and entertainment are not recognized for child care funding.

The best thing would be to gather last year's tax return (see additional information below), but if this is not available or is not indicative of current earnings, they should provide us with accounting documents or a calendar of what work was performed when, for whom, and how much $ was made on a daily basis. If the person works on commission, look at the last sale(s) to determine how long would be reasonable for this income to be a livable earning. At the point it falls below minimum wage, the parent should bring in documentation to prove how they are able to live (for example, savings and other bank account records). If we use tax returns, we either count the gross earnings or, if documentation of approved expenses is available, we will deduct approved expenses. Approved expenses with documentation (receipts) may include mileage, a dedicated phone line, etc. Not allowable: meals, entertainment, utilities (if office is in-home), and depreciation.

Forms to be used with this policy

SRF01 Casual Labor Calendar: (This is for anyone that is paid on a daily basis or not on a regular schedule): Some individuals that are considered to be self-employed may only do lawn work or side jobs. Forms of documentation to establish income must include the last four weeks of all check stubs or written statements from each employer, and a work calendar must also be submitted documenting every calendar day during the past four weeks. The work calendar must show the dates worked, for whom and amount received, including any overtime (both length of time and amount received). These calendars need to also document the days the client did not work along with their initials. Case notes should clearly explain why other types of earnings documentation are unavailable. Ex. Newly established business.

~~As a best practice, to the extent possible, All~~ Self Employed clients ~~must~~ should have their eligibility ~~approved~~ reviewed by a supervisor. FSS should try to schedule appointments with self-employed clients when a supervisor is available. If this is ~~impossible~~ not possible then ~~the file must be given to the~~ a supervisor should be notified of the client's eligibility so a supervisor can review the file by completing an internal file review. ~~, the next time he/she is at the office and it must be approved at that time. Documentation of the approval must be maintained in the client's case notes.~~

Always start with talking to the client, asking about their business so we can gain perspective about what type of deductions will be allowable.

Procedures:

Using Tax Returns

We only use the income tax forms to establish self-employment income. If a couple has one person working for someone and the other spouse is self-employed then we use the tax return for the self-employed spouse and pay stubs or VOE for the employed staff.

If the client only has the 1040EZ, they were not self-employed last year or at minimum did not claim self-employment income so we can't accept the 1040EZ.

If the client has Form 1040, they should either have a schedule C, C-EZ, Schedule F (For Farm Income), E or whichever schedule is mentioned by the earned income line. You must collect all pages of the 1040 and all accompanying schedules and documentation.

No documentation of business deductions? On Form1040, Use line 12, 17 or line 18 along with the appropriate Schedule. Do NOT use Line 22.

Documentation of business deductions

- On 1040 Form, do NOT use Line 22.
- On Schedule C-EZ, Look at Part II Line 1. This is what we count for their income. You will also need to make sure that the amount on C-EZ Part II Line 3 is the same dollar amount found on Form 1040 Line 12. If it does not match, you may not accept the client's tax return for self-employment documentation.
- On Schedule C start with line 7 (how much money they made) and then deduct any appropriate expenses listed below. Your final number is the counted income for child care purposes.

- On Schedule F start with line 11 and then deduct any appropriate expenses listed below. Your final number is the counted income for child care purposes.
    - Advertising
    - Car and truck expenses (Really think about this and make sure it is for business use) (about the nature of the business & case note the reasoning behind your decision if you decide to allow the expense as a deduction)
    - Commissions and fees
    - Contract labor
    - Employee benefit programs
    - Insurance other than health
    - Interest (business mortgage or other interest on assets that the business owns – do NOT count interest for a home mortgage even if the business is run out of the home)
    - Legal and professional services
    - Office expenses (not for home)
    - Pension and profit sharing plans
    - Rent or lease (not for home)
    - Repairs and maintenance (not for home)
    - Supplies (not for home)
    - Taxes and licenses (not for home)
    - Travel (need to obtain number of miles and multiple by state allowance of .445 (or whatever the current state of Florida allowance is). Also, really think about this. If the client is traveling a lot throughout the day because he is a salesman, then deducting his business travel mileage is fine; however, if the client is traveling to one location to work an 8 hour day, then that should not be deductible- it is like us traveling to our offices every day)
    - Utilities (not for home)
      Wages – Note: Deductions for payment to employees can be allowed but only when itemized & the employee's name is identified. Such deductions are only allowed when the payment is not to members of the applicant's household as such payments are part of the household member's countable income. If the business is paying a family member and claiming it as wages paid rather than as a withdrawal from the business, then it would reduce the business's income, but the family member-employee would be listed on the tax return. Their wages would be counted in the family income. If they were not listed as having received wages on the Schedule C, then it is just a withdrawal from the business and does not reduce the business' income.
    - Other Expenses (depends on what they are talking about – need to case note the reasoning behind your decision if you decide to allow the "Other Expenses" as a deduction)
    - For Schedule F, we may also allow Chemicals, Conservation Expenses, Custom Hire, Feed, Fertilizers & Lime, Freight & Trucking, Gasoline/fuel/oil (if a business expense), Labor Hired, Seeds & Plants, Storage & Warehousing (if not for personal use), Supplies, Utilities (if not for the home), Veterinary/breeding/medicine

Examples of what documentation is not acceptable for deduction when using a tax return:

- Depletion

- Depreciation
- Meals and entertainment

If a documented expense is not on this list, see your supervisor before going any further.

You will often be challenged by parents on why not all IRS deductions are allowable. A recommended response is that we are not determining how many taxes they owe but rather what amount of income is available for them to care for the family.

<u>How do I know if they are working enough hours to qualify, when I'm basing eligibility on a tax return?</u>
Hours worked per week must be equivalent to 20 hours at a minimum for one parent households, or a combined 40 hours for two parent households- effective July 1, 2013.
Consider current Minimum wage
Example: They made approx. $5200 gross (or after allowable, documented/collected deductions) on the tax return
$5200/52 = $100/week.
$100/minimum wage ($8.65 per hour, effective June 1, 2021) = average of 11.56 hours per week. At this point, the family service specialist would need to ask additional questions and request documentation showing that the parent worked the minimum required hours to qualify. This would need to be documented in a case note along with written documentation. Note: A parent does not have to earn minimum wage in order for the coalition to consider him or her employed. A Family Service Specialist does have the obligation to continue asking for explanations and documentation until the FSS is satisfied that they understand the situation and must casenote the factors that helped them make the eligibility determination.

Consider when the person began the business, and you can allow them a 6-month start-up period in which perhaps they weren't making the equivalent of 20 hours/week at minimum wage. Then try the calculation again.

If, at the time of redetermination, the parent has been self-employed for a reasonable period (six months), and is showing consistent business loss, the family service specialist should ask questions, such as, "How do you pay your household expenses if your only income source in the home is operating at a loss?" Based on the response, the specialist should decide how to proceed. If the explanation is not adequate, the specialist may require additional documentation. Self-employment determinations vary, and the coalition must handle them on a case-by-case basis.

<u>What about partnerships?</u>
Use the clients' % of ownership to adjust the gross income to determine their income. You will need to collect proof of their ownership, such as an S-Corp certificate. You cannot deduct the partner's "drawing" (salary) as a deduction.

In businesses that have multiple partners, the net income would be multiplied by the client's percentage of ownership. For example, a business is owned by a husband, wife & brother-

in-law. To determine the household's portion of income when the husband and wife are our applicants and each partner owns a one third interest in the business, the net income is multiplied times 33.3% times 2 to account for each spouses share. We allow up to 6 months for startup of a self-employed business after which we would expect the net income to be at least equivalent times 20 hours/week time minimum wage in order to meet purpose of care (employment). If 2 household members are employed by the business then the net income must equal a combined 40 hours/week in order to meet the purpose of care. We would expect that the owners would earn the equivalent of minimum wage. If a business has been in existence for over six months and the client is not earning at least minimum wage, then there must be a reasonable explanation as to how the client is able to pay for shelter, food, etc. and as to how they are working enough hours to meet the purpose for care requirement.

What about people paid "under the table"?
We cannot allow any deductions here, because they are not paying any taxes. Use only their gross income.

Other Important Information

- We do not allow deductions for one's home even if the business is located there – as no family can deduct such – however, costs for renting a separate location from which to operate the business is allowable.
- Deductions are not recognized for withdrawals made by the applicant, as this will count towards their household income.
- If you allow something to be deducted that could be questioned, always case note the rationale behind your decision.

SR/RR Mail Policy & Procedures

Policy:

All outgoing mail must be dated on the date mailed.

Copies of all mailed notices, letters etc. will indicate the date mailed and to whom and will be kept in either the parent or the provider file, whichever is appropriate.

Mail received may be date stamped upon opening.

Any returned mail will be case noted in EFSM.

Returned Mail Policy

If you receive returned mail from a client, try contacting the parent by phone or email to see if you can get an updated address and new documentation for this address to add to their electronic file. If you are not successful reaching the parent by phone or email, contact the child care provider to see if they have an updated address on file and ask the provider to let the parent know you are trying to reach them to obtain new proof of residency

documentation. Move the file to the tickler file for fifteen days from the date of the returned mail letter. Continue to make three attempts to follow-up with the parent to obtain new proof of residence documentation and update the tickler as needed. If the child has stopped attending the provider, you can terminate the enrollment of the child.

If you receive returned mail from a provider, try to contact the provider by phone. Child care licenses are based on physical addresses so if the provider has relocated, we will need a copy of the new child care license. If the provider has closed a post office box, verify that the physical address is the same as we have on file.

If you are unable to contact the provider and the provider has school readiness children enrolled, contact the parents of these children and inform them that they will need to choose a new provider. Check the DCF website to determine whether a licensed provider is still licensed. If a previously licensed provider is no longer licensed, inactivate the provider in CCRR immediately. If the provider was never licensed or is still considered licensed on the DCF website, uncheck the "Accepts Referrals" box. Once all of the children have been re-enrolled with new providers and the billing period is closed, the provider should be inactivated. To do this, contact the Contract department.

All returned mail from parents should be uploaded to the electronic file in EFS Mod. All provider returned mail should be filed in the provider file held at Headquarters~~Central~~ in the Provider Services department.

Eligibility Funding Transfers

Policy and Procedures

Policy:

Eligibility transfers may occur at times. Factors such as change in household size, change in income, moving from an income-based category to a must-serve category and vice-versa will result in an eligibility transfer.
During a redetermination process, the Family Services Specialist must consider the factors above to determine if an eligibility transfer is needed.

Procedures:

***Note:* Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.**

First the Family Services Specialist will need to terminate the current enrollment. Once the enrollment is terminated, the Family Services Specialist can then terminate the associated eligibility period. Once the eligibility period is also terminated, the Family Services Specialist will create a new eligibility period and select the new billing group, etc. Once all of the

required information is updated in the new eligibility screen, the Family Services Specialist will click save. Once saved, the Family Services Specialist can then create and save a new enrollment that will be attached to the new eligibility period associated to the new billing group.

If it was determined that the billing group was incorrect prior to the date discovered, the Family Services Specialist will need to determine the date the billing group should have been changed. If this date is within the current month and prior to the opening of the attendance processing, corrections can be made to the enrollment by terminating the current enrollment and eligibility period the day before the change should have taken place. Once terminated, the Family Services Specialist will then open a new eligibility first, and then a new enrollment under the correct billing group. Families and providers should then be notified that a correction was made to an enrollment and a new certificate will need to be signed.

Should the change have taken place prior to the current month, the Family Services Specialist will need to terminate the current enrollment and eligibility as of the last day of the previous month. A new eligibility period and enrollment will then need to be created starting on the first of the month with the correct billing group. The Family Services Specialist will then submit an Internal Payment Correction (IPC) to the Reimbursement Department, listing the dates and other required information needed to correct the billing group for the dates up until the termination date of the incorrect billing group.
History notes should be made explaining the discovery of the incorrect billing group along with the corrections made and details of the IPC submitted, if one was necessary.

ECS Case-notes

Policy and Procedures

Policy:

Case history notes are a tool for the eligibility counselor to use when determining eligibility or denying eligibility for SR services. Case history notes can fill in gaps and explain missing documentation for income calculations and/or determination of family size that are not readily explained by reviewing the paperwork and documents submitted for eligibility. They also serve as a reminder as to what was discussed in an interview, the next appointment date, redetermination due date, and benefits or services given to the family. Good case history notes also help program supervisors, reviewers, or other counselors who monitor the case files or are assigned to determine eligibility for services at a later date. The case should stand alone and proper narration of the reasons behind eligibility decisions will enable reviewers to reach the same conclusion as the authorizing worker.

If the coalition followed policy and procedures and narrated actions well, any reviewer should reach the same conclusions as the specialist that determined eligibility.

Following are SOME examples that should be documented with a casenote:

- Child is enrolled
- Redeterminations
- Mailing of Termination notices
- Mailing of Notice of Eligibility redetermination
- Any conversations with the family
- Calls received and/or returned
- Change of status: address, last name, guardianship, income, (list in EFSM the previous address/name, etc. & what you changed it to)
- Change in provider
- Change in fees
- Family is receiving Food Stamps
- Complaints
- Conversations with other agencies, resources, other FSS about the family

- Verification of employment/tips, including employee's name, date of hire, date first pay is expected, hourly rate, overtime/bonus and projected hours of employment -also indicate the employer's information including the name of the employer, name/title of person with whom info. was verified.
- When requesting a different proof of residency other than the parent's license.
- Child support received and for which children as well as how child support was calculated if not evident
- Notes regarding calculation of income if not straightforward and/or certain income was not counted, etc.
- When countable income is $0 for BG8 eligibilities (ex. How does a parent who is in school FT live on $0 income?)
- When client is a ~~full time~~full-time student:

  If your potential client qualifies based on the above, in your EFSM parent history notes, please write, "(person's name) is a full time student as defined by (school's name). With (# hours) weekly driving time and reasonable study time, (person's name) qualifies for full time care." ~~*Be sure to always include your initials with the history notes.*~~

  Case narrations should indicate any whereabouts of absentee parents, to prevent unclaimed child support

- Changes to referrals should be initialed and case narrations noted that a discussion occurred with the referring case manager on specified date and the change was authorized or a new referral

- ~~When ASQ's are completed and if they are not completed, they reason why~~

- All unusual circumstances (for example, verification with employer regarding overtime and bonuses)

- Loss of purpose of care

- Review dates

Child Support Policy & Procedures

Policy:

Child Support—All income must be verified. This is income for the child for whom it is intended. The amount received and for which child must be specified in EFSM Interview screen as well as in case notes. It counts in the household income as it is meant as support for the child. Child support should be addressed for each child in the home who does not have both parents in the home. Child support should be addressed for each absent parent. For example: grandma applies for her 6 year old grandchild-child support should be addressed for both absent parents.

Child Support Documentation: Preferred Source: Verification from child support enforcement or clerk of the court website showing gross amount paid to the household on behalf of the child and the period over which it is paid. (Use the last four weeks)

Website: ~~https://www.myfloridacounty.com/cse/pub~~ Child Support - Home (myfloridacounty.com)

On the printout, please write the child or children's names that the child support is~~if~~ for. The following should also be written on the form:
4 weeks back is: <insert date> verified through the following website:
http://www.timeanddate.com/date/~~d~~ateadd.html

Alternate Source: Written statement from the absent parent/guardian indicating what the absent parent/guardian paid over the last four weeks including dates (including the year) payments were made. Copies of checks and/or canceled checks can accompany written statements or be submitted in lieu of written documents. A court order can be used if it was just issued-however, if the court order has been established for a period of time, the specialist should request proof of the last four weeks of payment and average income as paid. smiONE Debit Card statement.

*If for any reason the first two sources are not available, an attestation from the parent stating the amount of child support received or not received is acceptable. The case narration must explain why the first two alternatives were not available. The date, phone number, and description of what occurred when an attempt to contact an absent parent who is paying court ordered or non- court ordered child support must be entered in the narrative. Two documented attempts would be considered due diligence. Then the eligibility specialist should discuss with the custodial parent what record keeping should be set up and used to establish child support payments in the future. For example: an absent mother sends a check two to three times per month. Copies of two months of checks should be requested. If the absent parent is paying in cash, then a calendar should be maintained by the custodial parent showing dates and amounts of payments, preferably with absent parent's initials next to the payment.

Note: A written statement from the custodial parent/guardian can be accepted if they state they do not receive child support but cannot be used if they receive child support. This written statement of non-receipt serves two purposes. First, it shows that the eligibility specialist addressed the issue of child support, and second, should the information provided later show to be false, then that document can be used to establish that the parent/guardian misrepresented their circumstances.

Procedures:

When using verification from child support enforcement or clerk of the court website showing gross amount paid (not disbursed), the following steps must be used:

1. If document shows consistent amounts being paid at a consistent pattern, use that amount & pattern to calculate monthly amount. For instance:
    a. Absent parent pays $250 biweekly. The calculation should be as follows: $250/2= $125/wk x 52 weeks = $6500 yearly / 12 months = $541.67/month
    b. Absent parent pays $800 at the beginning of each month, then $800 is the monthly amount to be entered in the system.
    c. Absent parent pays $25/wk. The calculation should be as follows: $25/wk x 52 wks = $1300/12 months = $108.33 per month.

2. In the case where payments are sporadic or not consistent, the formula to be used is as follows:
    a. (The sum of payments made within the last 4 weeks) / 4 weeks = _____/wk x 52 wks = _____ yearly / 12 months= _____ monthly amount

Note: Some child support documentation will show a lump sum. This lump sum may be the result of arrearages. Arrearages received for the first time or once a year are not to be included in the calculation. Include a casenote stating the following: "child support lump resulting from child support; therefore it wasn't included in the family's total income." Arrearages received in a recurring pattern (for instance, the family received a lump sum last year and another one this year) must be added to the total average household income after all income calculations have been made. A casenote explaining this must be entered.

Forms to be used with policy:
SRF62 – Child Support written statement sample

Provider Noted Term Policy & Procedures

Policy:

Note: ***Until EFS Mod is fully functional, ECS will determine eligibility using work-arounds to the extent needed.***

EFSM currently does not differentiate who terminates a child in EFSM. Previously in legacy, staff would be the one entering in a term code of provider noted term. In EFSM, providers can terminate children themselves; however they have the same termination codes that staff

have available to them, so it is still not clear when a provider terminates children. ECS staff explained this to the DOEL Mod team and requested this as a future enhancement to EFSM. Since there is not a current way to track this, I will be removing it from the policy until we can have a better process for these situations.

When a provider calls and says they received a denied reimbursement because the child was terminated:

First check to see why the child was terminated. If they were terminated, please advise the provider of the termination code used as well as any history notes as to why the child was terminated, for example the child moved away.

If the provider says the termination was noted in error and that the child never stopped attending, check to see if the family is still eligible and contact the parent/guardian to see if is services are still needed. If the child is still eligible for care, and services are still needed, then the child can be reenrolled with no lapse in care - only **if** the child has been in attendance the whole time **and** no more than 60 calendar days have lapsed since the roster was submitted.

If the child is no longer eligible for care, advise the provider of the last day the child qualified for care and that we won't be able to pay for care beyond that day. Also review history notes and the child's file to verify term notifications were sent to the provider.

In both of these cases, if you are able to enroll the child for all or some of the time frame, please do so. If there is a period of time for which you can't reenroll the children in EFSM due to closed reimbursement, please complete an internal payment correction request or have the provider complete a payment correction request form. All corrections must be requested within 60 days of the roster due date.

Provider Transfer Policy & Procedures

Policy:

A parent may not transfer his or her child to another school readiness program provider until the parent has submitted documentation from the current school readiness program provider to the early learning coalition stating that the parent has satisfactorily fulfilled the co-payment obligation related to school readiness program. Satisfactory fulfillment of the co-payment obligation is defined as immediate payment of the outstanding co-payment obligation or establishment of a repayment plan for the outstanding co-payment obligation. All transfers shall be approved by the coalition.

(a) If the referenced documentation is not available, the coalition shall contact the provider

to determine compliance and document compliance as reported by the provider. The coalition shall complete the transfer once the copayment obligation has been satisfactorily fulfilled.

(b) If a parent of an at-risk child defined in section 1002.81(1), F.S., is unable to satisfactorily fulfill the co-payment obligation prior to transfer, the provider shall attempt to arrange a repayment plan with the at-risk child's parent. If the provider is unable to arrange a payment plan with the at-risk child's parent, the provider shall document the repayment attempt and submit to the coalition.

The parent is required to have a **Provider Transfer Request Form** completed by the Provider before the transfer can be done. The completion of this form will ensure that all parent fees due have been satisfied by the parent. We can mail, fax or e-mail this form to the provider directly or if the parent wishes, we can give the form to the parent to hand deliver to the provider. If a parent has receipts or cancelled checks showing payment of parent fees, having the provider signing off on the transfer form is not necessary. If time will not allow completion of the form, the specialist may call the provider and fill the form out over the phone. It should be noted on the form who the specialist spoke with and the time and date. All areas of the form must be complete.

Parents can only be held responsible for parent fees in order to transfer providers, however they should be encouraged to pay any balances owed in full, or make arrangements to establish a payment plan. If a parent has a receipt(s) from the provider that would be in an amount sufficient to cover the parent fees and the receipt does not specifically say the payment was for some other charge, it will be assumed that parent fees have been paid. Please note that due to the Rilya Wilson Act, protective services children must not have a lapse in care. Therefore, although we will request that parent fees of protective services children be satisfied prior to a transfer, we will not deny a transfer of protective service children if fees are not paid.

Procedures:

Explain the transfer process to the family requesting the transfer and provide them with the Provider Transfer Form. Update their status in EFS Mod to allow the family to upload the completed form and select a new child care provider. Once the Provider Transfer Form has been completed / returned and uploaded, the Family Service Specialist will need to verify the transfer with current provider and note this verbal verification on the provider transfer form where applicable. Staff will them terminate the care at the current child care provider and follow the process of selecting a new provider and completing the new enrollment process so that a new child care certificate will be generated for the family to sign.

1. If the child's schedule needs to be changed or adjusted, see the section titled "**CHANGING A CHILD'S SCHEDULE"**.
2. Go to the ELIGIBILITY screen and update the schedule as necessary. * Note, currently this does not generate a new child care certificate for the family to sign. This process might change with the new releases, but currently staff are to contact the child care

provider and notify them of any schedule changes and history note these changes in the system.

Forms to be used with policy:

SREF52 Provider Internal Transfer Request (to use when child is transferring within the same provider but to a different location)

SREF53 Provider Transfer Request

SR Qualifying Families who are Full Time Students

Policy and Procedures

Policy:

Definition of Educational/Training—Families may qualify for child care assistance if they are in school or in training. The fewest hours that qualify a one parent household are 20 hours per week for employment, education/training, or combination of both based on the family's needs. Travel or study time cannot be used to qualify the parent to reach the minimum 20 hours per week. The fewest hours that qualify two parent households are a combined 40 hours a week for employment, education/training, or combination of both based on the family's needs.

Education & Training (ET)	Document that an official of the school or institution completes on letterhead or stationery with an official seal stating the number of classroom hours and any lab hours, date the semester/training period starts and the date it ends. Online courses are allowable. Screen prints showing student's enrollment status, hours and classes in which enrolled from the educational website are also forms of acceptable documentation. However, a coalition should consider the hours that a school-age child is in school. DOEL requires a minimum equivalent combination of 20 hours per week to obtain purpose for care.

Educational activities – Includes vocational education, GED preparation, compulsory education, on-the-job training, job readiness training or postsecondary education.

Required Educational/Training Documentation - Current document completed by an official of the school or institution showing number of classroom hours and any lab hours, date the semester/training period starts, and the date it ends. This should be on appropriate letterhead or stationery for the school/institution or training program or contain an official seal. On-line courses are allowable; however, the coalition should consider the hours that a

school age child is in school. Most universities & community colleges consider a FT student to be one taking 12 or more credit hours.

If the official school letter states anything less than FT, in order to find parent eligible additional documentation will be required. The student must provide in addition to the official school letter a transcript/schedule showing that ACTUAL class hours are equal to or exceed 20 hours, as travel or study time cannot be used to qualify the parent **to reach** the minimum 20 hours per week. To determine hours of care needed, we need to review the drive time, class & lab hours (documented on a transcript/schedule), and study hours (study time should be considered at a rate of one hour of study time/day for each credit hour).

From section 1002.81(16), F.S., The definition of a "Working family" means:
(a) A single-parent family in which the parent with whom the child resides is employed **or engaged in eligible work or education activities for at least 20 hours per week**;
(b) A two-parent family in which both parents with whom the child resides are employed or engaged in eligible work or education activities for a combined total of at least 40 hours per week; or
(c) A two-parent family in which one of the parents with whom the child resides is exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, **and one parent is employed or engaged in eligible work or education activities at least 20 hours per week.**
Internal procedures:

The following information should be included in the case history notes: *parent is a full time student as defined by (school's name),to explain any other situation the (# hours in class, weekly driving time and reasonable study time, considered must be explained.*

Verifying Employment Information

Policy and Procedures

Policy:

When a parent/guardian is unable to provide 4 weeks of consecutive paystubs, ECS staff may obtain employment income information through a locally developed employment verification form (VOE), signed statement from the employer or a signed contract for employment. ECS staff should give the parent/guardian an employment verification form for the employer to complete and sign or have the parent/guardian obtain a signed statement or signed contract for employment from the employer. Whichever document is used to verify employment it should include the employee's name, date of hire, date first pay is expected, hourly rate, and projected hours of employment. The document shall also contain the employer's information including the name of the employer, name of person completing the

document and title, contact information, signature and date. If a VOE form is submitted, all fields must be completed fully and accurately.

The employer may fax, e-mail, mail, or deliver the document in person to the ECS office. The employer may also provide a written statement with the required information on the company's letterhead. If this source is not available, the FSS should make direct contact with the employer to request the information. The FSS should record all contact with the employer in the case history notes and on the locally developed employment verification form.

Only in extreme and rare circumstances that must be pre-approved by the Family Services Coordinator should the FSS complete a VOE by phone for the employer in place of the employer- signed statement described above.

The FSS should record in the case notes the parent/guardian's employment date of hire, date of first pay expected, hourly rate, overtime/bonus frequency (if applicable) and projected hours of employment and the employer's information as indicated above.

If the employer is uncertain about the number of hours the parent/ guardian will work, FSS should authorize eligibility for a shorter period of time, to allow time for the parent/guardian to obtain the required number of paystubs and redetermine parent/guardian at that time. History notes explaining why paystubs are not available should be entered.

VOEs should only be used for new employment (less than 4 weeks) or for employers that pay "under the table". Do not accept VOEs for clients who receive paystubs unless the last 4 weeks of paystubs provided for the client's initial enrollment or redetermination would not reflect their normal work activity. Examples of this include enrollments/redeterminations that occur right after holidays where the client's employer was closed for multiple days or hours were drastically cut. Another example would be a change in position or raise with the same employer within the last 4 weeks. If a client does not have the necessary eligibility paperwork at the time of the interview, (through paystubs or a Verification of Employment), do not make the client eligible for services. Do not enroll or redetermine a client who receives paystubs without having 4 weeks of consecutive paystubs in hand that does not fall under the examples listed above.

Procedures:

Reviewing Pay Stubs
If a parent/guardian provides the FSS with paystubs, the following should be reviewed:

1. **Date and period of pay**
2. **Gross/Regular Pay**
3. **Bonus and Overtime Pay (YTD)**
4. **Hours worked**
5. **Status**
6. **Name and Address**
7. **Child Support Deductions**

Please question the parent and employer of any variation in payment. For example, if the FSS notices that parent/guardian has a significant YTD under bonus or overtime. The

parent/guardian should be asked about the amount. It should be verified by the employer and noted with a detailed history note. Information provided by the employer will help the FSS determine if the bonus/OT should be included in the count.

Using a VOE form or employer letter:

At the time of new enrollment and/or redetermination ECS staff must verify VOE's or letters from employers by phone. All pertinent information on the VOE or letter must be verified and manual notes and EFSM history Case notes must contain the following information: employee's name, date of hire, date first pay is expected, hourly rate, and projected hours of employment. The document shall also contain the employer's information including the name of the employer, name of person completing the document and title, contact information, signature and date. (A copy of the case history notes for employment verification shall be placed in the eligibility file.)
12/13/06-called employer at 850-922-4620-spoke to area manager Ed Bell who stated Ms. Johnson was employed beginning 12/10/06 works 30-35 hours per week at $9.50/hour- your initials

Using the Work Number:

Work number verifications must be completed by the FSC. Each FSC has an account set up to access verifications as follows:

To use your Work Number account:
1. Go to The Work Number web site: https://www.theworknumber.com/SocialServices/.
2. Click the red ~~blue~~ "Log In" button.
3. Enter your username
4. You will now be able to access all of the features of The Work Number Government Services.

In order to obtain the verification the parent/guardian must provide their ssn and their employer code (if known). Once the request is submitted The Work Number will fax us the verification within 5 business days. The employee cannot request their own information, unless the company they work for pays for that service feature.

If a potential client (or one we are re-determining) has just started to work with a company that utilizes the Work Number, it may be up to 15 business days before we actually get the VOE (10 days for the company to register the employee, and an additional 5 days once we have accessed the Work Number to receive the VOE via fax). During this waiting period we are unable to authorize the client for care because we don't have the required documentation of their employment and income.

SR Proof of Child's Age

Policy and Procedures

Policy:

Qualifying Child Documentation

Birth certificates or other proof of the child's age must be obtained as an eligibility requirement. Care cannot begin until the birth certificate or other proof of age is in our file. The following list is acceptable proofs of age:

- An original or certified copy of the child's birth record filed according to law with the appropriate public officer.
- An original or certified copy of the child's baptism certificate or other religious record of the child's birth, accompanied by an affidavit, that the child's parent swore to or affirmed, stating that the certificate is true and correct.
- An insurance policy on the child's life that has been in force for at least two years.
- A passport or certificate of the child's arrival in the United States. (See Appendix F – U.S. Citizenship.)
- An immunization record that a public health officer or licensed practicing physician signed.
- Florida SHOTS documentation.
- A valid military dependent identification card.
- Official court documents.
- Protective services and TANF Child Care Authorization Forms if the Child Care Authorization Form includes age. (**Note** – Domestic violence/homeless Child Care Authorization Forms are not acceptable forms of age verification.)
- Official vital statistics records.
- If a child's parent is unable to submit any of the supporting documentation listed above, a coalition shall document the child's age based on an affidavit that the child's parent swore to or affirmed. A certificate of age, that a public health officer or licensed practicing physician signed, must accompany the affidavit and must state that the physician has examined the child and believes that the age shown on the affidavit is true and correct.

Note – DOEL expects that safety is a priority for clients whom DCF or its contracted community-based provider referred. A coalition should not deny SR services if a child's age is not on the Child Care Authorization Form. However, a coalition must obtain age verification within 30 days of initial eligibility determination. Coalition staff should document due diligence and contact the referring agency for proof of age if unable to obtain such proof from the parent.

Important Note: Proof of age for children in the household not receiving services must be collected. If this information can't be collected at time of initial enrollment or redetermination, allow the parent 10 calendar days to gather & provide the proof of age for child or children not receiving services. If proof is not received within the 10 allowable days, continue to contact the client making 3 attempts to collect documentation.

At Risk Children should not be denied services while the coalition employee or its designee obtains the necessary documentation to support the child's age. However, this **does not** relieve ECS from efforts in obtaining the documentation. ECS must work with the referring entity to obtain the supporting documentation which could be a copy of the court order indicating the child was removed from the home. The Family Services staff use the Three Attempt Form to document requests for missing documentation. The attempts are sent in increments of 10 days. ~~BG1 Request for Missing Info. Form~~ The Three Attempt Form should be maintained in the electronic client file and case-noted as documentation to support the efforts made. ~~FSS will follow BG1 Policy and Procedures for obtaining missing info.~~ Supporting documentation obtained must contain the child's name and date of birth, establishing the child is of an appropriate age to receive funding.

When we receive referrals from the Department of Children and Families or a referral from a Workforce Agency, additional procedures will be necessary to satisfy proof of age requirements. These may include:

a. Requesting a copy of the age verification document to be submitted with the referral; documentation must be one of the sources listed above ~~(a-k);~~
b. If the referring agency cannot provide one of the Partnership approved sources described above, then verification of age must be obtained directly from the client;
c. In order that services are not delayed, protective services and foster care clients shall be given an initial period of 10 working days to provide verification of age. See BG1 ECS POLICY & PROCEDURES for detailed information on attempts to obtain documentation.

For children listed on as OTHER household members who are not receiving care, the Family Services Specialist should request a birth certificate or other acceptable proof of birth or proof of guardianship for any children being counted in the household even if they are not receiving services. The Family Services Specialist should interview the client regarding each child listed in the household to obtain adequate information for the family size composition. In situations where the client is not the parent FSS should determine exactly when and how this child became part of the household size. The situation should be documented in case notes.

SR Employment Checks

Policy and Procedures

Policy:

ECS may verify employment of income eligible clients between redeterminations. The Senior Director of Programs in consultation with the Chief of Programs will determine when this step is needed and direct staff to begin the employment verification procedures outlined below.

Procedures:

1. Run designated report and save in excel format. Delete all referral based billing groups (BG1, BG3, BG5).
2. Add the following columns to the spreadsheet: Date employer called, Employed- Y/N, Date termination notice sent, Date terminated, Date redetermined, Notes.
3. Begin by calling employers of all BG8 clients. Lastly, the Senior Director may ask that you run the report again and call the employers of BG3R clients.
4. If employer reports client is no longer working, ask what the client's last day of employment was and record in EFS Mod history notes. Send 14 day termination notice to client and provider, if the time period of unemployment has been beyond a three month reestablishment of purpose of care period. If the amount of time has been less than three months, then the Family Services Specialist will need to update the record to start a three month period to establish a purpose of care starting the date employment was terminated. Client and provider will be notified of the change in status and that new purpose of care documentation will need to be received prior to the end of the three month establishment period.
5. If client comes in with new employment information, verify start date. If start date was before termination notice was sent, update system with new employment information.
6. If start date was after termination notice was sent and 3 months has not lapsed since last day of employment, update the system with new employment information.
7. If start date was after termination notice was sent and 3 months has passed since last day of employment, send a14 day term notice. Refer cases to the compliance department when appropriate.
8. Record all contacts, notices ad redeterminations in EFS Mod history notes.

Best Practice of Social Security Numbers
Policy

Policy:

Per DOEL policy, social security numbers are not required and ECS will not ask a client to provide it. However, when a Social Security Number is provided by the client, it will be added in the system. When reviewing documents, the Family Service Specialist will check for Social Security Numbers shown on any documents, such as child support, paystubs, shot records, uploaded in the system. Once the changes are made, the change needs to be noted in the history notes.

SR Citizenship Requirements
Policy and Procedures

U.S. Citizenship

A child must be a U.S. citizen or a qualified alien to be eligible for SR services. If a child was born outside of the U.S., a coalition must ensure that documentation exists in the SR child file to support the child's legal status.

A coalition shall accept a child care application and authorization (referral) from Workforce for TANF/TCA applicants, as proof of citizenship.

1. **Is each child a U.S. citizen or a qualified alien?** (Title IV of the Personal Responsibility
* and Work Opportunity Reconciliation Act of 1996 (PRWORA); 62 Federal Register (FR) 61344; CCDF-ACF-PI-2008-01; CCDF State Plan 2.2.9; Early Learning Grant Agreement (34))

The child must meet **one** of the following citizenship criteria

- A U.S. citizen.
- A qualified alien residing in the U.S.

Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) requires programs offering federal public benefits to verify citizenship and immigration status for program services beneficiaries. For implementing verification requirements that Title IV mandates, only **the child's** citizenship and immigration status is relevant for eligibility purposes. The child is the primary beneficiary of the child care benefit.

A child who is in a program subject to Head Start performance standards and beneficiary of combined Head Start and CCDF funding is not subject to verification procedures.

Assessment activity
Review file for one of the following documents to support child's U.S. citizenship or qualified alien status –
☐U.S. birth certificate.
☐~~U.S. hospital record.~~
☐U.S. passport.
☐Lawfully admitted alien document (e.g., Forms I-94, I-94A, I-197, I-551 & I-766) with non-U.S. passport.*
☐~~Religious documents recorded in the U.S. shortly after birth.~~
☐Certificate of citizenship or naturalization.
☐TCA/TCC referral (Child Care Application and Authorization).
☐In November 2012, DCF issued a standardized referral form, CF-FSP 5002, for all at-risk clients. The standardized form identifies a child's custody and Medicaid eligible status. If the referring agency marked the Medicaid eligible checkbox "yes," then the agency has verified the child as a U.S. citizen or qualified alien.
If no supporting documents listed above are available for a homeless child as defined in Section 1003.01, F.S., a coalition can accept a notarized statement provided by the child's parent or homeless shelter to establish the child's citizenship.

***Note –** An individual does not qualify for federally funded benefits if he or she is in the U.S. for a limited period of time, such as tourism or as a student, and he or she plans to return to his or her country of origin. These individuals do not qualify to receive federally-funded benefits.

Summary

The following references provide information to an early learning coalition and a school readiness (SR) subcontractor regarding required verification of citizenship and immigration status for otherwise eligible SR child care assistance applicants. It also explains how and why the Division ~~Office~~ of Early Learning (D~~O~~EL) passes down these requirements to a local coalition and how D~~O~~EL monitors compliance with the requirements.

Verification procedures

- Determine if your program provides a "federal public benefit" subject to the verification procedures found in PRWORA. CCDF is a program providing federal public benefits.
- Determine whether an applicant is eligible for benefits under general SR Program requirements.
- Verify applicant's status as a U.S. citizen, U.S. noncitizen national or qualified alien (who has been in the country for at least five years after his/her designation as a qualified alien).

Child's citizenship documentation includes

- U.S. birth certificate.
- ~~U.S. hospital record.~~
- U.S. passport.
- Lawfully admitted alien document* (e.g., Forms I-94, I-94A, I-197, I-551, & I-766) with non-U.S. passport.
- ~~Religious documents recorded in the U.S. shortly after birth.~~
- Certificate of citizenship or naturalization.
- ~~Social Security Administration record.~~

Note – If a child is eligible for SR services because of a referral from the Temporary Cash Assistance (TCA) program, he or she the TCA program has already verified his or her citizenship and the referral can act as proof.

Declaration of status

- Accept the applicant's written declaration, made under penalty of perjury and possibly subject to later verification of status, that he or she is a U.S. citizen, noncitizen national or qualified alien. Specialists should ask the applicant to obtain valid documentation of citizenship and provide such documentation at the next redetermination appointment.
- Accept a written declaration, made under penalty of perjury and possibly subject to later verification of status, from one or more third parties indicating a reasonable basis for personal knowledge that the applicant is a U.S. citizen, noncitizen national or qualified alien.

Note – The declaration of status option presents a greater potential for undetected false claims and a coalition should use it with caution. The coalition could ask the applicant to demonstrate why a document does not exist or why he or she cannot readily obtain it. The coalition must impose such a requirement equally on all applicants and cannot apply the requirement in a discriminatory manner. In these circumstances, the coalition must use case history notes for documentation. A coalition should not disallow SR services due to use of this option.

Qualified alien status (s. 431(b), PRWORA of 1996)

The term "qualified alien" means an alien who, at the time he/she applies for, receives or attempts to receive a federal public benefit, is one of the following–

- An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- An alien to whom the government grants asylum under INA section 208.
- A refugee who gains admittance to the U.S. under INA section 207.
- An alien who receives parole into the U.S. for a period of at least one year under INA section 212(d)(5) .
- An alien whose has deportation withheld under INA section 243(h).
- An alien who receives conditional entry pursuant to INA section 203.

SR Definition of a Parent Requirement
Policy and Procedures

Definition of a Parent

Federal regulation provides the definition of a parent for the purpose of establishing a child's eligibility for SR services. A parent means a parent by blood, marriage or adoption and also means a legal guardian or a person standing in loco parentis. In loco parentis is a person who acts in place of a parent, assuming care and custody of a child by a formal or informal agreement with the child's parent. Florida law states that a parent is either or both parents of a child, any guardian of a child, any person in a parental relationship to a child or any person exercising supervisory or temporary authority over a child in place of the parent.

Screening Policies

ECS will follow requrements as set forth in 6M-4.720. A developmental screening shall be conducted for each child aged six (6) weeks to 60 months with parental consent. The parent of a child enrolled in the School Readiness program may consent or decline to have his or her child screened within the single statewide information system (SSIS).

- Coordinate with parents and providers to complete an initial screening for each child, aged six (6) weeks to age of 60 months. Children shall be screened no later than 45 calendar days after child's first enrollment in the School Readiness program or Enrollment after being terminated or withdrawn from the School Readiness program. If a child, aged six weeks to age 60 months, is again enrolled in the School Readiness program after prior termination or withdrawal that is less than 12 months from itial enrollment, the coalition must determine if the child has been screened in accordance with the subsequent screening intervals identified in paragraph (2)(c), no later than 45 calendar days after subsequent enrollment.
- Coordinate with parents and providers for subsequent screenings to be completed annually at redetermination.
    - Initial and subsequent screenings conducted by the parent shall be completed within the first five (5) calendar days of the enrollment or redetermination. Screenings not completed by the parent are transferred to the provider for completion.
    - Screenings conducted by the provider or coalition shall be completed within forty-five (45) calendar days of the screening start date.
    - The coalition shall make staff persons available to assist parents during the screening, if requested. Screening results shall be available to each parent no later than 15 calendar days after the screening due date.
    - Screening results without concerns shall be available to each parent upon completion of the developmental screening within the SSIS.
    - Staff will provide screening results with concerns in writing to each child's parent via email that guides them to the results in EFSM. Staff will be available to explain screening results, if requested by a parent.

Screening Tool(s) used will meet requirements set forth in 6M-4.720. Current tool(s) used: Ages and Stages Questionnaire and Ages and Stages Questionnaire Social- Emotional.

Early Identification and Referral:

Concern identification and analysis will be conducted for children who show concerns on screening results. Intervention practices will be initiated to meet requirements in 6M-4.720. Intervention practices will be initiated no later than 30 calendar days after receipt of the screening results that show conern. Concerns will be identified by the screening tool, an action/intervention plan will be developed and emailed to the guardian and/or provider as necessary. Follow up will occur 6 months out from the intervention plan being emailed to inquire as to whether guardian is satisfied with child's progress or whether a referral is requested at that time.

Screening/Inclusion Procedures

- Important Dates:
  - Children shall be screened no later than 45 days after first enrollment in SR, enrollment after being terminated or withdrawn from the SR program (if less than 12 months from initial enrollment, check to see if child already has screening in EFSM)
  - Parents should complete screening within the first 5 calendar days of enrollment/redetermination; if not completed, the screening moves to provider portal. Parent has 5 days to complete either or both screenings (unless opting out of SE or deferring either screening to the provider). If parent does not complete screening within 5 days or defers screening, provider is required to complete applicable screenings.
  - Screening results shall be available to each parent no later than 15 calendar days after the screening due date.
  - "Intervention practices" shall be initiated no later than 30 calendar days after receipt of the screening results for children who show concerns on screenings and notes entered regarding interventions/implementation practices.

- Screening specialists will run the enrollment report each week for the previous week.
  - Determine whether a screening is needed or not, checking the current Tableau report for declined screening requests from parents/guardians.
  - If screening specialist sees that an ASQ was created for a reason **other than true enrollment or redetermination**, screening specialist can cancel that ASQ request if it is still in 'incomplete' status. (Be sure the ASQ-SE was not created by Inclusion Specialist first.) If it has already been completed, then it will be processed using the steps outlined in this document.
  - If a parent has declined either or both screenings (ASQ/ASQ-SE); mark it as such on your enrollment tracking sheet. No screening shall be required for children whose guardian declines screening.
  - Add the information of all children who need screenings to the internal SharePoint Collaboration spreadsheet located in SharePoint at ASQ Communication
  - Screening specialists will ensure the necessary enrollment/due date information is included for every child on the spreadsheet, (even those added by inclusion).

- Screening Specialists will process all ASQ/ASQ-SEs that are in "approved" status and follow up with providers on any ASQ/ASQ-SEs that are nearing the due date that have not been completed. Note all follow up.
  - Screening Specialists will review "approved" ASQs/ASQ-SEs to ensure there are no 'comments' that would need further action from the Inclusion Specialist. Inclusion Specialist will contact the parent/provider as needed to see if inclusion services are requested and follow up as necessary. - Screening Specialist will fully process approved screenings and both specialists will case note as needed.

- **"Approved" process for ASQs/ASQ-SEs:**
    - Screening specialists will track information for approved ASQs/ASQ-SEs on the internal SharePoint Collaboration spreadsheet: ASQ Communication
    - Screening specialists will run an EFSM report to show all approved screenings that have been received to ensure all incoming screenings have been placed on the spreadsheet on SharePoint (sometimes screenings are created for reasons other than true enrollment and redetermination and are completed before they can be cancelled out). Note: at the time of creation of this guide, there is no export feature available for this report.
    - All received screenings will be added to the spreadsheet to be counted in the month they were received and/or processed. When the new month begins, specialists will begin logging data for screenings in that month's spreadsheet. (Note: this means some ASQs will be 'received' in EFSM in one month but processed during the next month due to case load, weekends, holidays, time off, etc.)
    - Screening specialist will send e-mail with results info/directions to parent portal and applicable activities to guardian. If there is a need to use the child's name, use abbreviations for child's name so the email does not need to be encrypted.
    - Case notes will be added to EFSM for each screening processed.
        - Sample Case note: The guardian was emailed results and activities on (insert date here).

Collaboration with Family Services:

Staff will send reminder notices to providers as described later in this guide. When a family enrolls from the waitlist after determined eligible for the School Readiness Program, the Family Services Specialist (FSS) reaches out to the family providing detailed instructions on how to access developmental screenings for both ASQ & ASQ SE for all required children how to sign the payment certificates. Families are given a brief overview of differences between the two screenings & if requested, offer an example of the type of questions on the screenings to give the parent an idea of what to expect. Families are informed they have 5 calendar days to complete the screenings. A developmental screening flyer is attached to the email that is sent to each eligible family enrolling . If families are having trouble with completing the screening the FSS will offer an appointment via phone or in person to assist with accessing & completing the screenings.

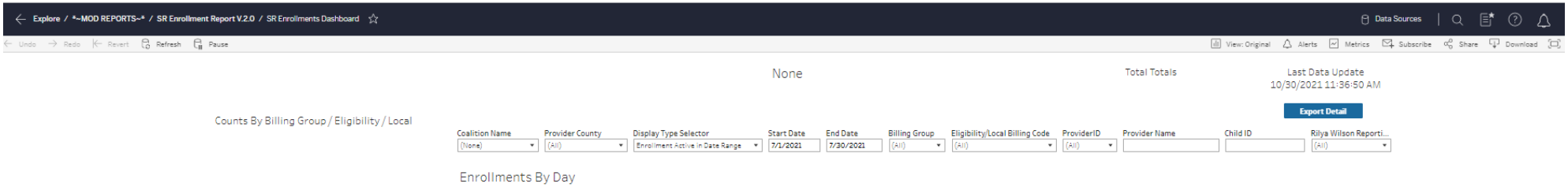
The FSS & the Family Services Coordinator (FSC) collaborate with the screening specialists to help ensure that families consenting to the screenings are completing the screenings upon enrolling in the school readiness program. Each Month, the FSC runs a redetermination report that targets the upcoming month for families who will need to recertify their school readiness services to see if they qualify for continued services. This report is shared with the screening specialists outlining specific clients who are due to recertify their services.

The FSS collaborates with the screening specialists by using a tracking sheet for families enrolling to the school readiness services with referrals from referring agencies for the Coalition. This tracking sheet helps to ensure that the Screening Consents for parents are marked on the referrals & for the screening specialists

to use to determine which children have been approved for consent after having received a referral. This document also informs the screening specialists when a referral has expired, and a screening is no longer needed.

Flow chart for Screening Specialists

Running Reports Note: Screenshots may vary slightly due to system update releases.



Each Monday (or the day following time off), **run the current Tableau enrollment report and export.**

(Save original report and edit a copy)

→

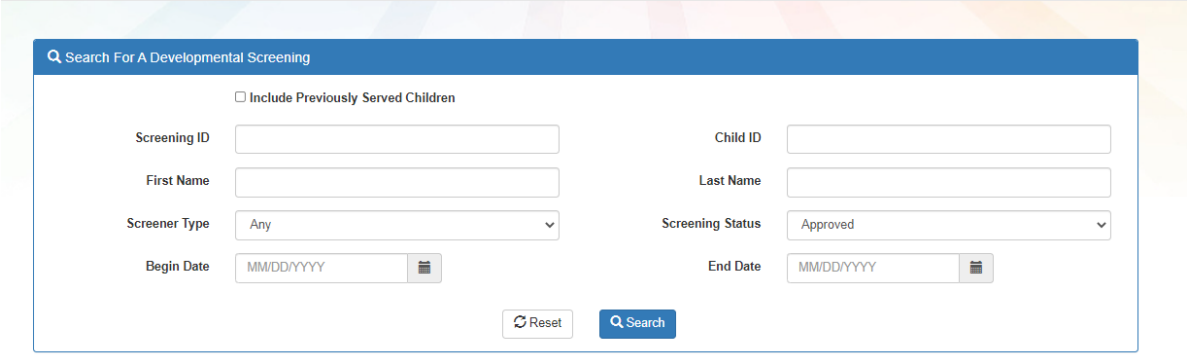
For each child on the report, determine whether the screening is required or not.

If not a **true enrollment** and not a **true redetermination**, and the screening has not been completed, the screening request can be cancelled in EFSM.

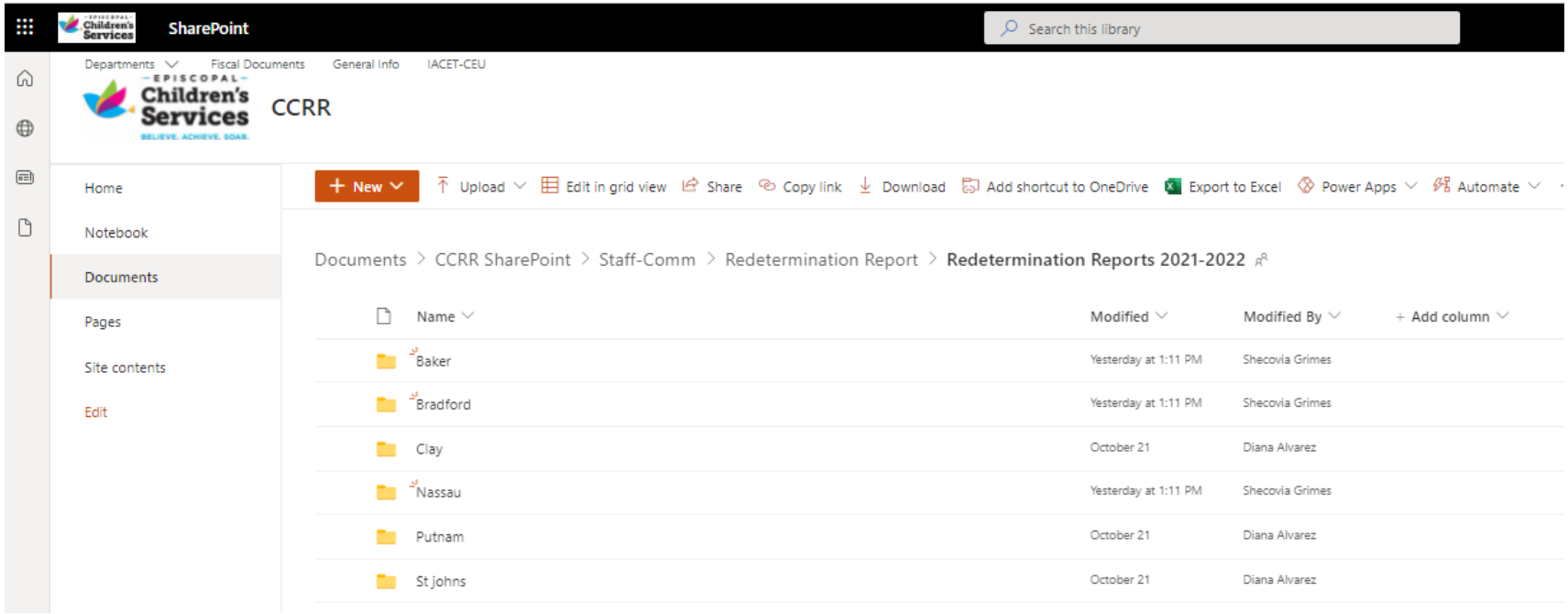
→

Move each child required to be screened and/or non-required screening received to the SharePoint tracking sheet that is shared with the Inclusion Specialist(s)

Run the Search function in EFSM daily and process received screenings in the 'approved' status using the steps on the flow chart on the next page.



When redetermination reports from CCRR are available, use these reports to help determine if a child's screening is a redetermination screening or enrollment screening, as needed.



Flow chart for Screening Specialists

Processing Screenings

Run daily check for Approved ASQs received the previous day.

(If off or in meetings; can run for multiple days upon return.)

→

Notate on SharePoint spreadsheet that ASQ was received

(If you don't have time to process all screenings on the report, you can use your tracking sheet make sure you know which ones to process the next day.)

→

Process screenings in EFSM.

If Screening **scores are all OK (Typical or Monitoring)** and have **no concerns in the overall comments**:

→

Email parent/guardian overall activities with child's name abbreviated. Update case notes in EFSM.

(If abbreviated, encryption is not needed)

→

Update SharePoint spreadsheet to show ASQ has been processed.

If Screening scores are all OK **(Typical or Monitoring)** but the **overall comments list a concern**:

→

Notate on the SharePoint spreadsheet for inclusion specialist to follow up. If comments warrant Inclusion follow up, Inclusion will process. If comments do not warrant follow up follow next step.

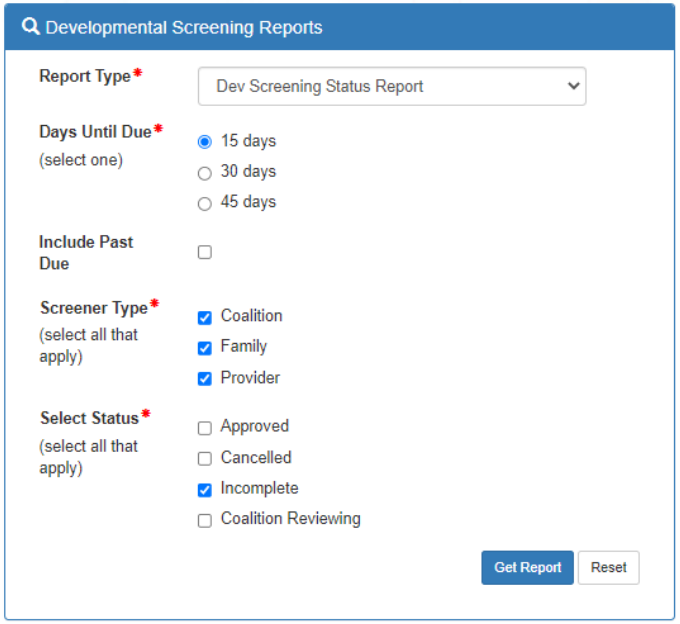
→

Email parent/guardian overall activities with child's name abbreviated.

Update case notes.

(If abbreviated, encryption is not needed)

Screening Specialists Screening Reminders to Providers



Every other week, a Screening Specialist, or designee, will run the Developmental Screening Report to include all ASQs due within 15 days. Send reminder email (copy both screening specialists and supervisors) to these providers to let them know to complete their ASQs as soon as possible. Save list of providers on SharePoint: Providers Sent Reminder & Past Due emails

On or around the 15th of each month, one SR staff will run the Developmental Screening Report to show all past due ASQs. Send a reminder email to let provider(s) know the ASQs are past due and need to be completed within the timeframe given to remain in compliance and avoid a noncompliance letter (see sample). Copy both screening specialists and supervisors. Use the same report as above but click on "include past due" option before running the report.

As providers submit screenings, make a note on the spreadsheet. Supervisors will check the past due spreadsheets on or around the 25th of each month and send non-compliance letters as needed to providers.

Weekly, update the missing information on the Screening/ Inclusion-Collaboration Tracking Sheet for any children added by Inclusion specialists. ASQ Communication

Inclusion Procedures:

- **Inclusion staff will review each ASQ/ASQ-SE in the 'coalition reviewing' status.**
  - Inclusion Specialists will review and processes all screenings that are in coalition reviewing status and add the necessary info to the SharePoint tracking sheet.
  - If the inclusion specialist finds an ASQ/ASQ-SE in 'coalition reviewing' status that is not on the SharePoint spreadsheet, they will add the child's name and information to the spreadsheet (the sheet of the month that it was received). Screening specialists will need to assist in filling in the information regarding reason for screening.
    - Inclusion specialist will review the screenings for providers in their assigned county. For providers located outside of our service area counties, or if county of residence is uncertain, the following:
      - After running the Coalition Reviewing report, click on the Household ID for the child. If the family's primary address will determine whether the Putnam/St. Johns Inclusion staff or the Clay, Nassau, Baker, Bradford Inclusion staff will process the screening.

  - Inclusion Specialists will review screenings, determine if/what services are needed through analysis of the screening results and/or communication with guardian and/or provider. Best practice is to communicate with the screener: If the provider completed the screening, call the provider. If the parent completed the screening, call the parent. However, when the screener is not available, staff can contact guardian/provider as necessary. Services will be offered to the parent via the emailed results, always allowing parent choice. If parent refuses further services (including implementing action plans), Inclusion specialist will case note this in EFSM and send the results to the parent with the option for guardian to contact specialist if they change their mind (template supplied), along with activities and referral paperwork.
  - Inclusion Specialist will implement the rule requirements to the extent possible, based on availability of resources.

    1. Concern identification. The coalition shall identify areas of concern. Examples include but are not limited to observations in the early learning program, parent and provider interviews and additional screening or assessment.
    2. Concern analysis. The coalition shall develop priorities, goals, and an action plan in collaboration with the provider to address the identified concerns. An example includes but is not limited to a documented description of the steps the provider and or family will take to address each concern.
    3. Intervention implementation. The coalition shall implement interventions practices when there are areas of concern. Examples include but are not limited to coaching for the provider on making program accommodations and providing parent and teacher education.
    4. Plan evaluation. The coalition shall follow up to assess the intervention services provided. Examples include but are not limited to, a review of the action steps to determine if revision to the analysis is necessary, sufficient gains are made or if a referral to other early intervention services or specialized care under subparagraph (5)(b)5 is needed.

5. Referrals to early intervention services or specialized care, if applicable.

Steps:

1. Identify the areas of concern found on the child's screening; if necessary and time allows, contact parent/guardian to clarify concerns and discuss whether there are any other concerns. When communicating with parent/guardian, inform them that the specialist will be sending results and activities to them as well as, and to the provider for implementation for the next six months, along with referral paperwork (as applicable).
    a. If all areas score 'monitoring' only, Inclusion Specialist will approve the screening to be processed by the Screening Specialist. Screening specialist will send activities for each area of monitoring on ASQ3. If ASQ-SE scores monitoring, activities will be sent related to the SE screening, according to the child's age.
    b. When screenings have areas scoring concern: Inclusion Specialist will email screening activities that address each area of concern to guardian and provider to implement, also send referral paperwork (exception- agencies do not accept fine motor only referrals) to guardian also. A follow up date for 6 months out will be set to follow up on progress. Inclusion specialist will set follow up date in EFSM as well as add case notes. As a backup in case EFSM follow up is not operational, Inclusion Specialist will also add calendar reminder on outlook calendar with child ID and a note to follow up on action plan.
    c. If concerns listed in/on screening show that an in-class observation may be warranted, Inclusion specialist will review their case load/calendar to see if an onsite observation is possible. If so, Inclusion specialist will set up an observation (with parental/guardian permission) and follow up with guardian and provider on an observation action plan to implement. If no observation can be scheduled, or guardian does not feel onsite observation is necessary- they can be sent observation forms to assist in recording anecdotal notes for child and send screening activities and resources, as applicable.
    d. At 6 month follow up date, Inclusion specialist will contact the child's guardian/provider (if child is still enrolled in SR services) to check on the child's progress. If satisfied with progress, update EFSM notes. If guardian agrees more services are needed and a referral has not yet been completed, send referral paperwork.
2. If a screening is placed into the coalition reviewing que- but needs no follow up from Inclusion Specialist, then the Specialist can approve the screening, then note on the SharePoint tracking sheet to let their screening specialist know the child's screening can be processed from the Approved Que. Example 1: All areas of a screening scored "typical" and there are no comments or answers- no follow up is needed and screening can be approved. Example 2: Screener states they have a concern about behavior but the comment is: "mimics older brother"; this is typical behavior and not a concern to be followed up on, so the Inclusion Specialist can approve and notify the Screening specialist.

No later than 30 calendar days after initiating intervention practices, data shall be entered and shall include the following:

1. Child name; (In EFSM)
2. Child date of birth; (In EFSM)
3. Child age; (In EFSM)

4. Child ID number, if available; (In EFSM)
5. Parent name; (In EFSM)
6. Parent contact information, to include: mailing address, email address, and phone number, if available; (In EFSM)
7. Date of enrollment in the School Readiness program; (In EFSM)
8. Date(s) of screening(s), if screened; (In EFSM)
9. Reason for not being screened, if applicable, which may include:
i. Parental objection to the screening or intervention practices; or
ii. Exceptions to being screened in the School Readiness program as described in subsection (4);
10. Screening results, which include a summary of areas in which the child shows concerns based on the screening; (In EFSM)
11. Date intervention practices were initiated;
12. Type of intervention practices initiated;
13. Date of referral, if applicable under sub-subparagraph (5)(b)5; and,
14. Whether the parent elected to receive additional help from the coalition

Other Inclusion Procedures

Outside Agency Referrals: If there is a concern for the development of a child 0-3* years old, a referral should be placed to the Early Steps Program **within 21 calendar days** of obtaining permission from the child's parent/guardian. *If child is less than 45 days from their 3rd birthday, then referral can be sent to Child Find. If there is a concern for the development of a child 3-5 years old, a referral should be placed to Child Find **within 21 calendar days** of obtaining permission from the child's parent/guardian. If there are mental health concerns for any child, parents should be given resources to appropriate mental health agencies that serves the county where the child lives.

Parental/Guardian Authorizations: Authorization needs to be obtained for all screenings and/or observations requested for children not receiving subsidized care. Parental authorizations also need to be obtained when referring a child to an outside agency. ECS cannot release the results of screenings completed by Screening or Inclusion staff to outside agencies without parental consent. A *Release of Authorization* form will need to be completed and signed by the parent before placing the referral.

Warmline: If assistance is requested through the Warm Line, every effort should be made to return the call/message within 24 hours/1 business day.

Inclusion Specialist Steps for processing Coalition Review Screenings in EFSM

Note: Screenshots may vary slightly due to system update releases.

Log into EFSM. Click on SR Program> Preschool Development > Developmental Screening > Search.

In the search field use the first day of the fiscal year for the 'Begin Date' and the date of the search as the 'End date'. Choose "Coalition Reviewing" as the 'Screening Status'. Then click on 'Search'.

Search For A Developmental Screening

Include Previously Served Children

Screening ID		Child ID	
First Name		Last Name	
Screener Type	Any	Screening Status	Coalition Reviewing
Begin Date	07/01/2021	End Date	10/30/2021

Reset Search

On the column “Status Change Date”, click on the arrows so that it sorts oldest to newest. This will assist in meeting deadlines for initiation of services.

Preschool Developmental Screening Search Results

This page displays the screening results returned by the search filters selected. Selecting Household ID takes you to the to the child's household dashboard. Selecting Child ID takes you to the child's Screening History. Selecting Screening ID takes you to the to the child's screening information.

Click Here For Filtering Tips

Show 10 entries

Clear All Filters Search:

Household ID	Child ID	Child Name	DOB	Provider ID	Provider Name	Coalition Name	Screening ID	Request Date	Enrollment Actual Start Date	Due Date	Days Until Due	Screener	Status	Status Change Date	Questionnaire
Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter

Click on the Screening ID for the child you wish to review.

filters selected. Selecting Household ID takes you to the to the child's household dashboard. Selecting Child ID takes you to the child's Screening History. Selecting Screening ID takes you to the to the child's screening information.

Clear All Filters Search:

DB	Provider ID	Provider Name	Coalition Name	Screening ID	Request Date	Enrollment Actual Start Date	Due Date	Days Until Due	Screener	Status	Status Change Date	Questionnaire
Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter	Filter
03/05/2020	307	GRANDMA'S DAY CARE, INC.	ELC of North Florida/Episcopal Children's Services	128127	10/28/2021				Family	Coalition Reviewing	10/28/2021	ASQ:3 & ASQ:SE2

Review each area of each completed screening to look for areas that score “monitoring” or “concern”. These are the areas you will need to address in your initiation of services email to the parent & provider. Be sure to analyze the “overall responses” as well to find any concerns that the screener may have indicated in that section.

Add New DSR | Change Status | View Screening History | Cancel Screening | Post to Family Portal | View Screening Notes

Assign Counselor | Add Screening Notes | Status Change History | Screener Change History

Screening Info — Screening ID 128127

Status	Coalition Reviewing	Request Date	10/28/2021
Screener	Family	Completed Date	10/28/2021
Provider	GRANDMA'S DAY CARE, INC.	Post to Family Portal Date	N/A

ASQ-3 Screening Result — 20 Months

Domain	Cutoff 1	Cutoff 2	Score	Results
Communication	20.50	34.32	40.00	Typical
Gross Motor	39.89	47.85	45.00	Monitoring
Fine Motor	36.05	44.39	55.00	Typical
Problem Solving	28.84	38.54	30.00	Monitoring
Personal - Social	33.36	42.70	50.00	Typical

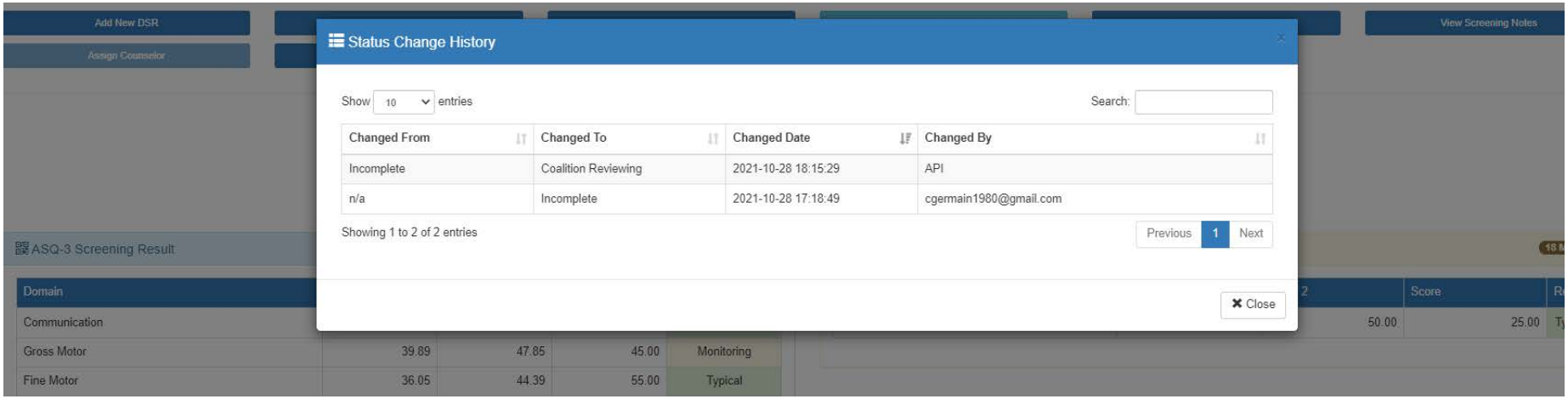
ASQSE-2 Screening Result — 18 Months

Domain	Cutoff 1	Cutoff 2	Score	Results
Social-Emotional	65.00	50.00	25.00	Typical

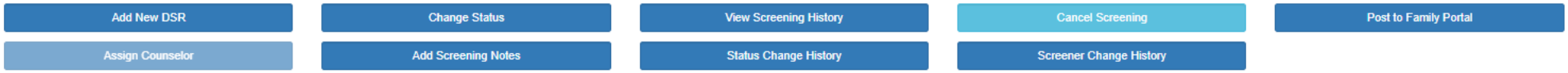
ASQ-3 Overall Responses

Question	Answer	Comment
Hears well?	Yes	
Talks like other toddlers his age?	Yes	
Understand most of what your child says?	Yes	
Walks, runs, and climbs like other toddlers?	Yes	
Family history of hearing impairment?	No	
Concerns about vision?	No	
Any medical problems?	No	
Concerns about behavior?	No	
Other concerns?	No	

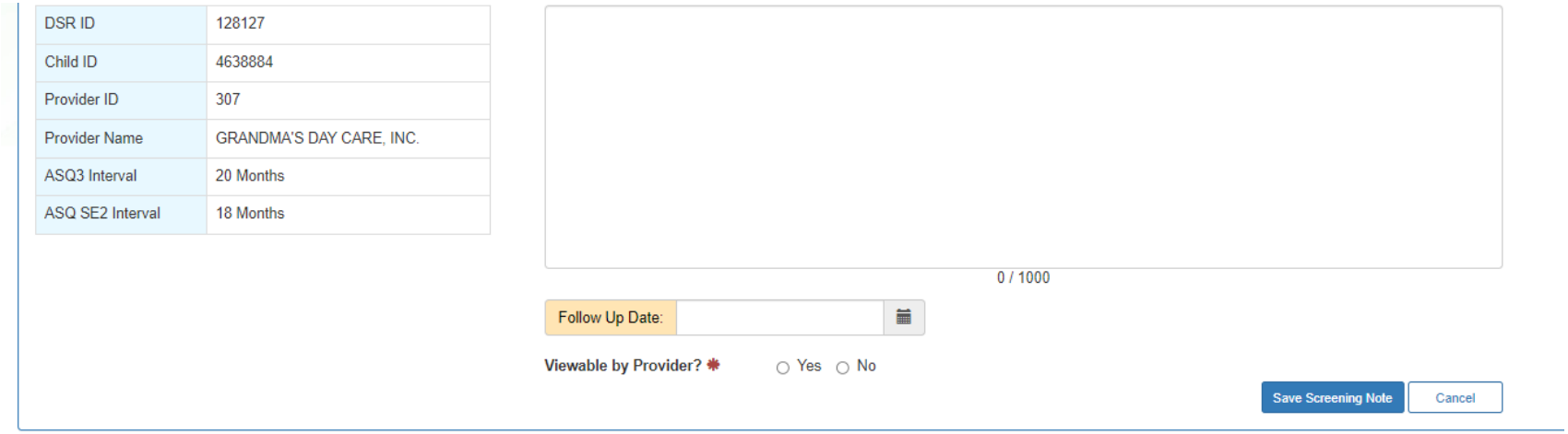
Note: The “Status Change History” button will show you the date the screening changed from Incomplete to Coalition Reviewing. This is the date we use as the ‘received date’ for tracking purposes.



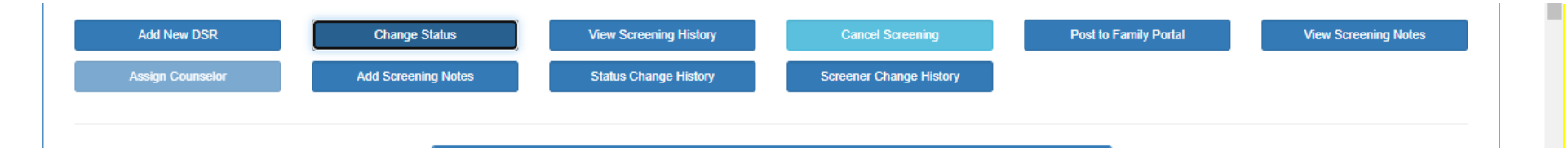
After communicating with the guardian about the results, enter case notes. To enter case notes for the screening, click on “Add Screening Notes”.



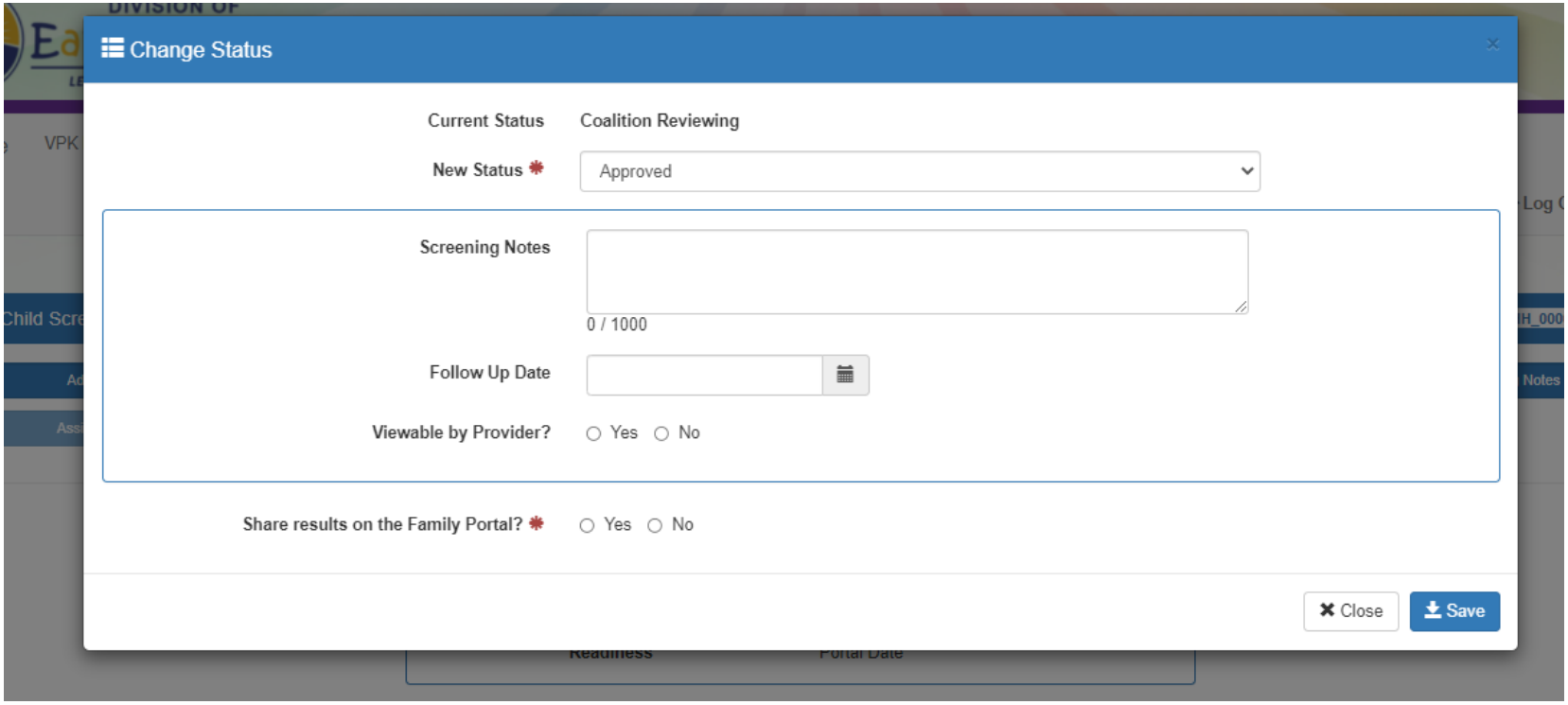
Type in case notes regarding communication, referral dates, observations, etc. If an implementation plan is being developed, choose a follow-up date that is 6 months from the date the plan was emailed to the guardian/provider. Click on “Yes” for “Viewable by provider”. Then click on “Save screening note”.



After you have processed the screening and communicated with guardian/provider as necessary, you’ll need to approve the screening to release the results it to the guardian’s portal. Click on “Change Status”.

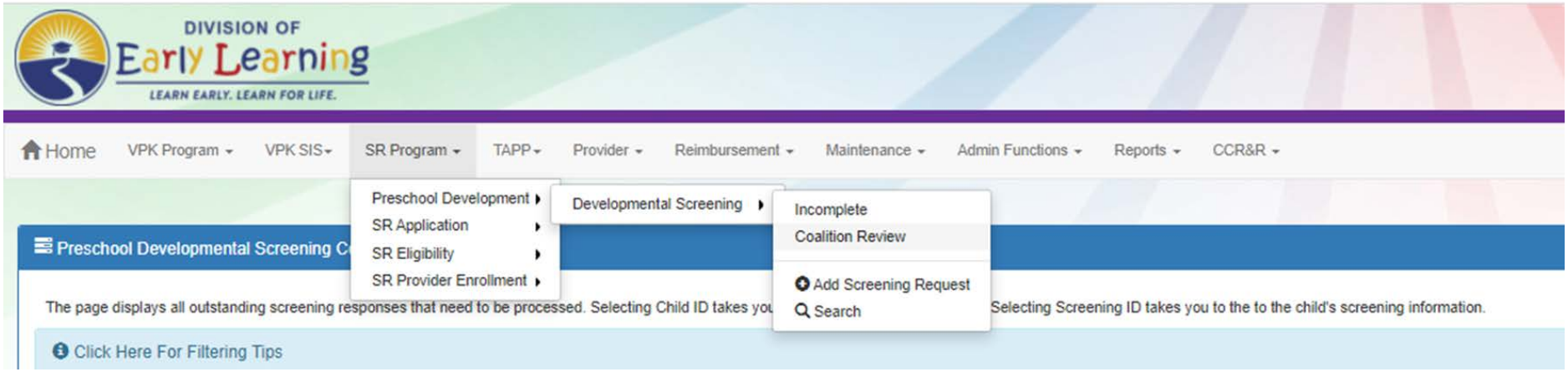


Choose “Approved” for ‘New Status’. Enter screening notes and follow up date as needed, if you haven’t already. Click “Yes” for ‘Viewable by Provider’ and for ‘Share Results on the Family Portal’. Then click “save”.



At least weekly, also search the Coalition Reviewing Que by clicking on SR Program> Preschool Development>Developmental Screening>Coalition Review

This que sometimes holds screenings that do not appear in the search window steps above.



Attachment II.G. Program Assessment

~~OEL~~ DEL has identified the CLASS assessment as the program assessment tool to be used to determine child care provider eligibility to participate in the School Readiness program. The ELC, working through our primary service provider, will implement 6M-4.740 Program Assessment Requirements for the School Readiness Program and 6M-4.741, Program Assessment Threshold Requirements for the School Readiness Program and require providers to participate in program CLASS assessments to be eligible to deliver the School Readiness program.

Child Care providers will be given an exemption if they qualify based on 6M-4.740 unless they request to opt in and receive a CLASS assessment. Providers with an exemption will be required to have an assessment if they cease to qualify for the exemption. Should this occur, the ELC will give the provider notice within twenty-one (~~-~~21) calendar days of the provider no longer being eligible for the exemption. A CLASS assessment will be performed within thirty calendar ~~-~~(30) days of the date of the notice.

~~A child care provider placed on an ELC approved Quality Improvement Plan (QIP) for a 12-month period, must achieve a CLASS score exceeding the Quality Improvement Threshold prior to the end of that year. Otherwise, the coalition shall terminate or not renew the contract and may revoke the provider's eligibility for up to five years within 45 calendar days of the program assessment. Written notice of termination will be sent to the provider from the coalition at least thirty (30) calendar days before the termination/nonrenewal date. Written notification must include a reason and identify the contract revocation period.~~

~~Providers that are on a QIP will have an assessment completed within 30~~ 60 ~~days prior to the end of the 12-month QIP period.~~. ~~, if the plan term ends on the School Readiness contract end date.~~

If a provider has CLASS assessment with a score below the ~~c~~Contract ~~m~~Minimum ~~t~~Threshold, and the provider does not request a second assessment that meets the Contract Minimum Threshold and/or does not qualify for a waiver as described below, the provider's contract will be terminated or not renewed. Written notice of termination will be sent to the provider from the coalition at least thirty (30) calendar days before the termination/nonrenewal date. Written notification must include a reason and identify the contract revocation period.

Providers that have been determined ineligible to contract based on program assessment scores may pay for ~~one an~~ additional assessment(s) for selected classrooms to be conducted by a DEL~~n OEL~~ approved observer. Providers must meet the ~~contract~~ Contract ~~minimum~~ Minimum ~~t~~Threshold to be reconsidered for a SR School Readiness contract.

Providers currently on a QIP may pay for an additional assessment to be conducted by an ~~OEL~~ DEL approved observer to satisfy the requirements of the QIP prior to the end of the QIP.

A child care provider placed on an ELC approved Quality Improvement Plan (QIP) for a 12-month period, must achieve a CLASS score exceeding the Quality Improvement Threshold prior to the end of that year. Otherwise, the coalition shall terminate or not renew the contract and may revoke the provider's eligibility for up to five years within forty-five (45) calendar days of the program assessment. Written notice of termination will be sent to the provider from the coalition at least thirty (30) calendar days before the

termination/nonrenewal date. Written notification must include a reason and identify the contract revocation period.

Providers that are on a QIP will have an assessment completed within sixty (60) calendar days prior to the end of the 12-month QIP period.

Providers requesting an additional CLASS assessment, must request the CLASS assessment(s) in writing and once received ~~by the ELC~~, a Request Form will be sent to the provider to document the reason for the requested assessment along with the provider's preference of assessor. The provider's preference will be considered, but final determination of who will assess the provider will be decided upon availability of the requested assessor type. Provider will also submit payment of up to ~~$350~~ $425, per assessment, to cover the cost of additional assessment(s) prior to the completion of needed assessment(s). Second assessments performed by ELC observers: $415 each. Second assessments performed by an outside vendor: up to $41~~5~~25, depending on the assessor used and the amount charged by the vendor.

Providers that are currently exempt and want to opt into the program must request the CLASS assessment in writing to the ELC. The ELC will coordinate program assessment within sixty (60) calendar days within receipt of the notice.

~~an assessment when they are exempt from the requirement, or those requesting a CLASS assessment after deciding that they want to contract with the ELC and having previously informed us that they do not wish to contract, will be given a CLASS assessment within ninety (90) days of requesting in writing that they receive a CLASS assessment. Providers must request the CLASS assessment(s) in writing and submit payment directly to the assessing agency. If choosing the ELC for completion of the CLASS assessment(s), provider will submit payment of $250 to cover the cost of additional assessments prior to the completion of needed assessments.~~

Providers with a CLASS composite score falling below the ~~contract~~ Contract M~~m~~inimum ~~t~~Threshold ~~or providers but with a CLASS score that is above the contract minimum but below the QIP threshold~~ and ~~are already on a QIP~~ will have their contract terminated with thirty (30) calendar days-notice unless a waiver is granted.

~~However, a~~A waiver may be granted to ~~the~~ a provider whether or not the provider is currently on a QIP at the time the provider receives a CLASS score below the Contract Minimum. Waivers will be granted based on the local child care capacity needs as defined in the ELC's plan and will require the provider be placed on a QIP as a condition of the waiver. The waiver~~that~~ ~~would~~will allow the provider to remain contracted as long as they meet the conditions of the waiver. ~~if the provider qualifies based on the local child care capacity needs as defined in the ELC's plan. The provider must remain on a QIP as long as the waiver is in place. Providers that have been determined to be essential to meeting child care capacity and have an active QIP shall not have a QIP for more than three (3) consecutive years. Providers that surpass this number will not be eligible to contract for the School Readiness Program for a period of up to five (5) years as determined by the ELC.~~

A waiver will be considered, if the community assessment indicates that care may not be adequate to fully meet the needs of the community and the provider has paid for and completed a second assessment according to the above policy and still scored below the contract minimum threshold . A community is defined for this purpose as a county. A community is deemed to not have adequate care to fully meet its needs if the available legally operating child care slots in total or for any age group is less than or equal to the number of children birth through 12 or the number of children in a specific age group and assumes the provider in question is no longer contracted for School Readiness. In deciding whether to grant a waiver based on the community's needs, the ELC may also consider data updated since the last community needs assessment, the provider's past 2-year history of DCF violations, the provider's CLASS score in relation to the Contract Minimum Threshold and the provider's previous 2 year's School Readiness contract compliance issues. Providers with more than two (2) Class 1 violations within the past 24 months ~~will~~may not be issued a waiver based on the Early Learning Coalition's ~~disgression~~discretion.

Commented [TM1]: Corrected typo

The provider must remain on a QIP as long as the waiver is in place. Providers that have been determined to be essential to meeting child care capacity and have an active QIP shall not have a QIP for more than three (3) consecutive years. Providers that surpass this number will not be eligible to contract for the School Readiness Program for a period of up to five (5) years as determined by the ELC.

Should the ELC revoke a provider's eligibility to contract based on the provider's CLASS assessment composite score and this is the first time the provider has had its eligibility revoked for this reason, the provider will remain ineligible to contract to participate in the School Readiness program for no less than one (1) full contract term in the year following the original termination date. After that time if the provider has another CLASS assessment completed by an authorized assessor and the composite CLASS Score meets or exceeds the ~~Quality Improvement~~Contract Minimum Threshold, the ELC will allow the provider to contract for School Readiness assuming the provider meets all other criteria. If the provider does not receive a composite score at that time that meets or exceeds the ~~Quality Improvement~~Contract Minimum -Threshold, the provider will remain ineligible for five (5) years based on the original contract termination date. If a provider that was allowed to contract with the ELC after having their eligibility revoked previously, receives a CLASS assessment with a composite score below the ~~contracting~~ Contract ~~minimum~~ Minimum ~~threshold~~ Threshold ~~or below the Quality Improvement Threshold but~~ and does not qualify for a ~~QIP~~ waiver, that provider will have their School Readiness contract terminated with thirty (30) calendar days-notice and will not be eligible to contract for five (5) years from the termination date.

~~If the community assessment indicates that care may not be adequate to fully meet the needs of the community and a provider falls below the Quality Improvement~~~~Contract Minimum~~ ~~Threshold and does not qualify for a QIP or falls below the Contract Minimum Threshold, the provider may be granted a waiver from the requirements. A community is defined for this purpose as a county or a zip code~~~~capacity~~ ~~within a county. A community is deemed to not have adequate care to fully meet its needs if the available legally operating child care slots in total or for any age group is less than or equal to the number of children birth through 12 or the number of children in a specific age group and assumes the provider in question is no longer contracted for School Readiness. In deciding whether to~~

~~grant a waiver based on the community's needs, the ELC may also consider data updated since the last community needs assessment, the provider's past 2-year history of DCF violations, the provider's CLASS score in relation to the Contract Minimum Threshold and the provider's previous 2 year's School Readiness contract compliance issues.~~

Any provider who is required to submit a QIP or is terminated due to their CLASS score will be given a copy of the ELC/ECS ~~grievance policies~~ Due Process Procedures either as a hard copy or electronically.

Attachment II-H – Use of Pre and Post Assessments

The ELC is ~~working with~~working with providers that volunteer and qualify based on their composite CLASS score for an additional reimbursement rate to use a~~n~~ D~~O~~EL approved Child Assessment in their classrooms. Teaching Strategies Gold (TSG), Galileo, and COR~~ES~~ may be used by providers voluntarily fulfilling the requirements to qualify for a payment differential but the ELC and its primary service provider will support TSG only through training, technical support and financially with the exception of the payment differential available to providers using any of the three assessments. The ELC will support child portfolio, as funding allows, for providers choosing Teaching Strategies Gold (TSG) as their Child Assessment tool. Programs in the enrichment program are given resources and materials to assist them in completing assessments and using the results to individualize instruction.

Members of the primary service provider's Education Specialists have also completed the training and will be available to providers for technical assistance as needed. Training will focus on how classroom teachers can use TSG to inform individualization of instruction. Education Specialists will assist providers to individualize instruction as needed and be available for technical assistance throughout the service area.

To recruit new providers, training, technical assistance, and financial supports, such as stipends, will be offered as funding and capacity allows.

SRBR09 Billing and Reimbursement Calculating SR Provider Rates Policy

Policy and Procedures

Policy:

Providers are required to submit a Provider Profile annually which includes completing their Private Pay Rates tab as well as uploading a copy of their Private Pay Rates Sheet that they provide to clients into the Documents tab. The Provider's Private Pay Rates, the Coalition Maximum Reimbursement Rates and Approved Provider Reimbursement Rates will populate on Exhibit 5: Provider Reimbursement Rates in Form ~~OEL~~DEL-SR 20 Statewide SR Provider Contract.

The coalition maximum reimbursement rates for a provider are determined by the county in which the program is physically located. Providers that are located outside of the six counties that ECS serves, Putnam, St. Johns, Clay, Nassau, Baker and Bradford, will be reimbursed based on the Clay rates.

Providers are also required to notify ECS of any rate changes throughout the year by updating the rates in the Provider Profile and submitting a Contract Amendment. Amendments for a Provider's Private Pay Rate changes will be effective the first day of the month of the change. Rates may also be updated as needed if a provider did not indicate on Exhibit 5 a Unit of Care for a particular Care Level.

Procedures:

Provider rates must be updated by the Provider Services department annually when the contract is certified and as needed. Providers are reimbursed based on the care level and unit of care based on the Coalitions's approved rate plan for the county in which the provider is physically located. Coalitions may reimburse providers participating in a combination of quality programs including Gold Seal, Quality Performance Incentive and Child Assessments higher than ~~their private pay rate however not to exceed twenty (20) percent above the provider's private pay rate to support quality.~~the Coalition's approved rate plan ~~Payments may exceed private pay rates if they are designed to pay providers for additional costs associated with offering higher-quality care. The twenty (20) percent above the Provider's Private Pay Rate is known as the Upper Limit.~~

Providers are required to include their daily rates in their Provider Profile in the Daily Rates for School Readiness Program section of the Private pay Rates tab.

Daily Rates for School Readiness Program

	Infant	Toddler	2 Year Old	Preschool 3	Preschool 4	Preschool 5	School Age	Special Needs
SR Full Time Daily Rate	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SR Part Time Daily Rate	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SR School Age – Before or After School Daily Rate					$0.00	$0.00	$0.00	$0.00

These will populate into the Provider Contract on Exhibit 5: Provider Reimbursement Rates and indicate if they have a Gold Seal Designation (see below).

Exhibit 5: Provider Reimbursement Rates

Provider Name: _____

Provider Operational Hours: _____

PROVIDER must mark the appropriate box below indicating the appropriate PROVIDER type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. PROVIDER must mark whether it requires the parent to pay the differential between the Reimbursement Rate and Copayment and the private pay rate. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation for children ages Birth-5? ☐Yes ☐No

Does PROVIDER have a Gold Seal Designation for school aged children? ☐Yes ☐ No

PROVIDER's Private Pay Rates

(To be Completed by PROVIDER)

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

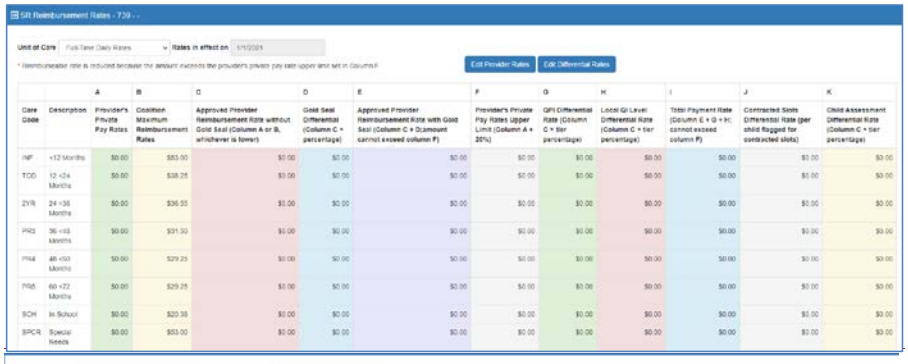
Determining the Provider Rate

A. In the Provider Portal, staff will create a new rate plan with the appropriate start date following ~~OEL~~DEL's Coalition Portal User Guide. While creating the rate plan, staff will also need to enter any differential rates that apply such as Gold Seal, QPI Differential and Child Assessment.

B. A Provider's rate plan will include the following items :

- Column A = displays the amounts from the provider's contract for private pay rates (captured at the time of contract initiation from the provider's profile).
- Column B = displays the amounts from the Coalition's SR Plan Rates (established on the Admin Functions > Rates Management > SR Plan Rates page).
- Column C = displays the approved provider reimbursement rate without Gold Seal (~~the lower of column A or~~same as column B).

- Column D = displays the Gold Seal differential (column C x the percentage established on the Admin Functions > Rates Management > SR Plan Rates page).
- Column E = displays the approved provider reimbursement rate with Gold Seal (~~column C + D; amount cannot exceed column F;~~ Gold Seal participation is established on the Edit Differentials tab).
- Column F = displays the provider's private pay rate upper limit (~~column A x 20%~~this column will display "-" as the column is no longer in use).
- Column G = displays the QPI differential rate (column C x tier percentage; QPI participation is established on the Edit Differentials tab).
- Column H = displays the Local QI differential rate (column C x tier percentage; QI participation is established on the Edit Differentials tab).
- Column I = displays the total payment to provider (column E + G + H; cannot exceed column F).
- Column J = displays the total contracted slot differential rate available to selected children (Contracted Slots participation is established on the Edit Differentials tab).
- Column K = child assessment differential rate (column C x tier percentage; child assessment participation is established on the Edit Differentials tab).



SR Reimbursement Rates - 739 - -

Unit of Care: Full-Time Daily Rates | Rates in effect on: 1/1/2021

* Reimbursement rate is reduced because the amount exceeds the provider's private pay rate upper limit set in Column F.

Edit Provider Rates | Edit Differential Rates

		A	B	C	D	E	F	G	H	I	J	K
Care Code	Description	Provider's Private Pay Rates	Coalition Maximum Reimbursement Rates	Approved Provider Reimbursement Rate without Gold Seal (Column A or B, whichever is lower)	Gold Seal Differential (Column C × percentage)	Approved Provider Reimbursement Rate with Gold Seal (Column C + D amount cannot exceed column F)	Provider's Private Pay Rates Upper Limit (Column A + 20%)	QPI Differential Rate (Column C × tier percentage)	Local QI Level Differential Rate (Column C × tier percentage)	Total Payment Rate (Column E + G + H; cannot exceed column F)	Contracted Slots Differential Rate (per child flagged for contracted slots)	Child Assessment Differential Rate (Column C × tier percentage)
INF	<12 Months	$0.00	$53.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOD	12 <24 Months	$0.00	$38.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2YR	24 <36 Months	$0.00	$36.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PR3	36 <48 Months	$0.00	$31.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PR4	48 <60 Months	$0.00	$29.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PR5	60 <72 Months	$0.00	$29.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SCH	In School	$0.00	$20.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SPCR	Special Needs	$0.00	$53.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Unit of Care: Full-Time Daily Rates | Rates in effect on: 7/1/2022

* Special needs rate will be negotiated up to twenty (20) percent above the maximum approved base reimbursement rate established for infant care by the coalition pursuant to Rule 6M-4.500, F.A.C. The negotiated rate will be based on the level of care needed for an individual child.

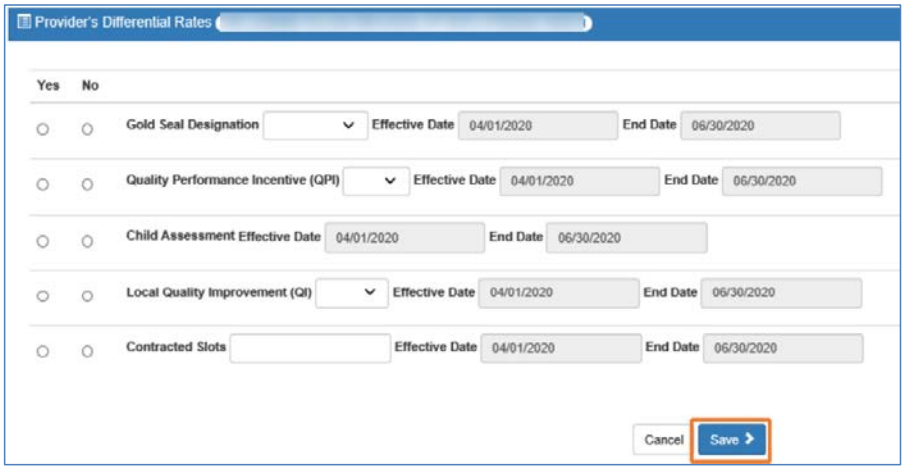
Edit Provider Rates | Edit Differential Rates

		A	B	C	D	E	F	G	H	I	J	K
Care Code	Description	Provider's Private Pay Rates	Coalition Reimbursement Rates	Approved Provider Reimbursement Rate without Gold Seal	Gold Seal Differential (Column C × percentage)	Approved Provider Reimbursement Rate with Gold Seal (Column C + D)	Provider's Private Pay Rates Upper Limit (Column A + 20%)	QPI Differential Rate (Column C × tier percentage)	Local QI Level Differential Rate (Column C × tier percentage)	Total Payment Rate (Column E + G + H)	Contracted Slots Differential Rate (per child flagged for contracted slots)	Child Assessment Differential Rate (Column C × tier percentage)
INF	<12 Months	$47.00	$40.00	$40.00	$0.00	$40.00	-	$1.60	$0.00	$41.60	-	$0.00
TOD	12 <24 Months	$45.00	$36.00	$36.00	$0.00	$36.00	-	$1.44	$0.00	$37.44	-	$0.00
2YR	24 <36 Months	$42.00	$31.00	$31.00	$0.00	$31.00	-	$1.24	$0.00	$32.24	-	$0.00
PR3	36 <48 Months	$40.00	$28.00	$28.00	$0.00	$28.00	-	$1.12	$0.00	$29.12	-	$0.00
PR4	48 <60 Months	$37.00	$27.00	$27.00	$0.00	$27.00	-	$1.08	$0.00	$28.08	-	$0.00
PR5	60 <72 Months	$33.00	$27.00	$27.00	$0.00	$27.00	-	$1.08	$0.00	$28.08	-	$0.00
SCH	In School	$22.00	$19.26	$19.26	$0.00	$19.26	-	$0.77	$0.00	$20.03	-	-

C. The provider will be paid Column I minus the child's copayment per day. This will be the amount that is indicate on their Payment Detail. However, the Child Care Certificate will only include the total in Column E as remainder is to support quality.

Differential Rates

Provider Services staff will update the Differentials for Gold Seal, Quality Performance Incentive and Child Assessments in the rate plan in the Provider's Differential Rates using the Edit Differential Rates button.



*ECS does not currently participate in Local Quality Improvement or Contracted Slots

Gold Seal Differential

Gold Seal is a designation for childcare facilities and family day care homes that have gone above the required minimum licensing standards to become accredited by recognized agencies whose standard reflect quality in the level of care and supervision provided to children. A childcare provider that has a current Gold Seal Quality Care designation, as defined in Section 402.281, F.S, may receive a differential rate higher than the coalition's approved rate plan for each care level and unit of care. The reimbursement rate for the Gold Seal differential may be up to twenty (20) percent above a coalition's approved rate plan for each care level and unit of care depending on a Provider's Private Pay Rate and Private Pay Rates Upper Limit.

Quality Performance Differential

An eligible child care provider that receives a program assessment composite score above the Quality Improvement Threshold score, as defined in Rule 6M-4.741, F.A.C., shall receive a tiered Quality Performance Incentive differential rate above the coalition's approved base reimbursement rate for each care level and unit of care. A child care provider's Quality Performance Incentive differential shall be based on the most recent program assessment composite scores. The differential will be adjusted at the beginning of the new Statewide School Readiness Provider Contract year.

A. Providers that receive program assessment composite scores of 4.~~00~~50 to

4.99 shall receive a four (4) percent Quality Performance Incentive differential.

B. Providers that receive program assessment composite scores of 5.00 to 5.99 shall receive a seven (7) percent Quality Performance Incentive differential.

C. Providers that receive program assessment composite scores of 6.00 to 7.00 shall receive a ten (10) percent Quality Performance Incentive differential.

D. A childcare provider that is currently on a Quality Improvement Plan, pursuant to Rule 6M-4.740, F.A.C., is not eligible for the Quality Performance Incentive.

Child Assessment Differentials

Providers must be found eligible to participate in Child Assessments and elect to do so in the SR Provider Contract. A provider must complete child assessments with a~~n~~ ~~OEL~~DEL approved assessment tool conducted by teachers determine reliable at least three times per year. An eligible provider shall receive a child assessment differential rate of five (5) percent higher than the Coalition's Plan rate for each care level and unit of care. This differential shall be paid within 60 days of conclusion of each assessment period with the monthly reimbursement.

Calculating VPK Wrap Around Rates

VPK Wrap Rates are calculated automatically in the Provider Portal per child based on the child's full or part time unit of care and the Approved PROVIDER Reimbursement Rates for full or part time care, whichever is applicable. See ECS SRBR12 440.50_VPKWrapRates_2020-21_ADA for formulas.

*** Payments may exceed ~~private pay rates~~the Coalition's approved rate plan if they are designed to pay providers for additional costs associated with offering higher-quality care.***

Date of Change/Revision	Person making change/revision	Change/Revision
09/25/18	**A.Williams-Baltzell**	**Updated to add use of EFS Mod/Provider Portal**
12/17/20	**A. Williams-Baltzell**	**Updated Exhibit 3 to 5 to match contract and added section on QPI**
5/1/21	**A. Williams-Baltzell**	**Updated policy to account for EFS Mod/Provider Portal updates**

9/8/22	**A. Williams-Baltzell**	**Updated to remove private pay limits and the 20% upper limit.**

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Attachment V.A.1.

School Readiness Provider Monitoring

School Readiness Provider Monitoring will be in compliance with 6M-4.630 and the tool used to monitor will be the Statewide School Readiness Provider Contract Monitoring Tool, Form ~~OEL~~DEL-SR 20M with Attachment A through D, or the current ~~OEL~~DEL approved monitoring tool should the tool be altered or replaced at a later date. A copy of Form ~~OEL~~DEL-SR 20M including Attachments A-D may be obtained at http://www.floridaearlylearning.com/providers/forms-for-providers or http://www.floridaearlylearning.com/policy or from the ~~Office of Early Learning~~Division of Early Learning, ~~250 Marriott Drive~~325 West Gaines Street, Tallahassee, FL 32399.

School readiness providers shall be monitored by ECS using Form ~~OEL~~DEL-SR-20M, or it's replacement as stated above. This contract monitoring tool shall also be used by ECS to monitor a school readiness program provider in response to a parental complaint. For parental complaints, only the criteria in the monitoring tool that applies to the complaint will be monitored unless ECS or the ELC deem appropriate for additional categories to be reviewed as well.

ECS may execute and retain this Contract Monitoring Tool electronically in compliance with s. 668.50, F.S.

ECS's school readiness provider monitoring plan shall include identifying timelines for notification to school readiness program providers, requirements for submitting documentation, site visit dates, desk reviews, documented sample size that adheres to the ~~OEL~~DEL minimum annual sample size guidelines found in Attachment B of form ~~OEL~~DEL-SR 20M, draft and final report dates, response dates and deadlines, corrective action plan requirements and resolutions, and additional processes to facilitate program compliance.

Neither ECS nor the ELC may omit, supplement, or amend the monitoring criteria identified in the Statewide School Readiness Provider Contract Monitoring Tool or include any attachments, addenda, or exhibits to the Statewide School Readiness Provider Contract Monitoring Tool. Rulemaking Authority 1001.213(2), 1002.82(2)(o) FS. Law Implemented 1002.82(2)(o), 1002.84 (15), 1002.85(2)(h)

The monitoring schedule will be updated by July 31 of each fiscal year and include which programs will be monitored along with the month that each

program is expected to be monitored during the fiscal year. Scheduled dates for monitoring may be modified throughout the year but providers will be given at least 10 business days' notice of an upcoming monitoring unless the monitoring is in response to a parental complaint that relates to health and safety or fraud. If a monitoring must be rescheduled by either party, it will be noted in the monitoring schedule along with the reason for the rescheduling. Within 10 business days after a scheduled monitoring has been canceled or delayed, it must be rescheduled for a new date.

Providers will be selected for Tier 2 monitoring at the beginning of each year by July 31. Providers contracted after that date will be assigned to Tier 1 after their contract is executed as it requires all school readiness contracted providers to be reviewed.

Child Care Programs added or leaving the School Readiness program throughout the year will be added to the monitoring schedule for Tier 1. The monitoring sample size for Tier 1 will be adjusted upward as needed, including newly contracted providers.

For Tier 2, new programs starting after July 31st of each fiscal year, will not be monitored within that year as the schedule is created by July 31st each year. The only exception would be if there is a need to complete an on-site review due to DCF violations or a complaint.~~.~~ The Tier 2 sample size will be selected based on a higher number of providers than those contracted as of July 31st, to account for increases in the provider count during the fiscal year. Should a program no longer contract with the ELC during the year, this will not impact the total sample size. If a program that no longer contracts with the ELC but was scheduled for monitoring within that year has not been monitored by the time their contract ends, a substitute center will be selected.

Tier 1 Monitoring

ECS shall annually monitor each of its SR program providers for Tier 1 compliance using the ECS developed monitoring schedule described above. Tier 1 monitoring will be conducted as a desk review. Providers will be asked 10 business days in advance for their sign-in/ sign-out sheets. These can be mailed, uploaded to a secure site or faxed to ECS. Providers selected for Tier 1 monitoring will be monitored for the following items only.

- The date of submission of their School Readiness contract
- Date of review of DCF exemption determination letter if applicable

- Date of completion of~~and submission~~ most recent~~of their~~ Health and Safety ~~Checklists if applicable~~Inspection.
- If a Program Assessment was completed in accordance with Rule 6M-4.740
- Date of completion of Quality Improvement Plan Elements (if applicable) in accordance with Rules 6M-4.740, FAC.
- Whether or not they are compliant with conducting the developmental screenings, ASQ
- Date of Completion of orientation (if applicable) in accordance with Rule 6M-4.610
- Date of completion of Child Assessments (if applicable)
- Date of completion and submission of annual CCR&R Provider Updates in accordance with Rule 6M-9.300(8), FAC
- Accurate completion of monthly enrollment/attendance certifications in accordance with Rule 6M-4.500(2), FAC.
-
- Dates of Expiration of liability insurance coverage.
- Annual completion of an E-Verification Affidavit
- Date of Review of DCF's CARES to verify continuation of provider Gold Seal designation

Providers selected for Tier 1 Monitoring will be monitored for the accurate completion of monthly enrollment/attendance certifications in accordance with Rule 6M-4.500(2), FAC in the following manner:

- Each School Readiness provider selected for Tier 1 monitoring will be monitored by a review of their attendance rosters and sign-in/out sheets at least once per calendar year.
- At least 4 School Readiness records for each provider will be included in the monitoring unless the provider has less than 4 school readiness students for the month being monitored.

Corrective Action

- Any errors found may require a Corrective Action Plan (CAP) that may include a plan for completing ASQ's in a timely manner, parent awareness training, and reimbursement by the provider for improper payments due to provider error or other measures taken to ensure future compliance. Technical Assistance may also be given for an error rate of less than 15% that do not result in improper payments during the review of monthly enrollment/attendance certifications.

- A draft report will be sent to the provider giving the provider 5 business days to dispute any findings.
- Following that, ECS will notify the provider in writing and deliver by email if available or mail the final results of the monitoring and if a (CAP) is required.
- If a CAP is required, the provider will have 10 business days to complete it and submit it in writing to ECS.
- The notice must identify the specific requirement(s) which the provider failed to meet and describe how the provider failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action.
- Finally, the notice must state that the provider may request a review of the findings of noncompliance.
- Upon determining that the provider has satisfactorily completed the corrective action, ECS shall notify the provider in writing within 10 business days and shall send such notice by email if available or mail.
- CAPs may be submitted by email, mail, uploading to a secure site or fax.
- Additionally, providers with inaccurate enrollment/attendance certifications that have resulted in improper payments may be chosen again for additional monitoring in subsequent months.

Tier 2 Monitoring

Tier 2 monitoring will be conducted as a combination of on-sight and desk review. Providers will normally have 10 business days' notice except if the monitoring is a result of a complaint of fraud, or health and safety. All documentation needed for the review is to be made available by the provider on the date of the review. Tier 2 monitoring includes Tier 1 monitoring but with the attendance monitoring increased to meet ~~OEL~~DEL policy and additional contract items.

Compliance

Using the monitoring tool form ~~OEL~~DEL-SR 20M, ***Attachment A***, ECS shall monitor a sample of its contracted SR program providers on an annual basis. The sample should be representative of all provider types funded by the coalition and include no less than the number of providers included in ***Attachment B – Minimum Annual Sample Size***. Since the ELC of North Florida is a multi-county coalition, the sample size is calculated using the total number of contracted providers among all counties in the coalition's service area. The sum of the sample for each county will be the overall total of providers monitored.

Contracted providers that are located outside of the coalition's service area will be assigned to the appropriate service area county based on the county in which the greatest number of enrollments reside. If the number of high risk providers exceeds the sample size the coalition shall monitor all high risk providers annually.

SR Program Risk Assessment

A provider that has eight or more findings on ***Attachment A*** will be considered high risk. Additionally, using ***Attachment A***, if 15 percent or more of the files in the selected sample result in questioned cost, that provider will be considered high risk. For example, if three out of 20 files result in questioned cost, that provider will be considered high risk.

ECS shall monitor providers determined to be high risk at least twice a year using the Tier 2 tool. All follow up monitoring shall evaluate, at a minimum, the criteria that were found to be non-compliant in the previous monitoring.

SR Children Sample Size

For Tier 2 monitoring, ECS shall monitor a sample of at least twenty-five percent of a SR program provider's SR child files. If the SR program provider has less than 20 SR children, the sample will be 4 SR child files. If the SR program provider has 4 or less SR children, all SR child files will be reviewed. The sample should be representative of classrooms, billing groups and age of children. The percentage of SR child files to be reviewed is based on the total number of SR children enrolled with a SR program provider during the month of the monitoring engagement. For example, if the provider's actual child enrollment count is 65, 16 children should be the sample selected for review. When applying the 25% for the sample, please round up to the nearest whole number.

Corrective Action Plans

- Any errors found may require a Corrective Action Plan (CAP) that may include a plan for completing ASQ's in a timely manner, parent awareness training, and reimbursement by the provider for improper payments due to provider error or other measures taken to ensure future compliance. Technical Assistance may also be given for an error rate of less than 15% that do not result in improper payments during the review of monthly enrollment/attendance certifications.
- A draft report will be sent to the provider giving the provider 5 business days to dispute any findings.
- ECS will notify the provider in writing and delivered by email if available or mail the results of the monitoring and if a (CAP) is required.

- If a CAP is required, the provider will have 10 to 30 business days to complete it and submit it in writing to ECS.
- The exact time will be based on the nature of the noncompliance and the time to complete it will be clearly stated on the written notice.
- The notice must identify the specific requirement(s) which the provider failed to meet and describe how the provider failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action.
- Finally, the notice must state that the provider may request a review of the findings of noncompliance.
- Upon determining that the provider has satisfactorily completed the corrective action, the ECS shall notify the provider in writing within 10 business days and shall send such notice by email if available or mail.
- CAPs may be submitted by email, mail, uploading to a secure site or fax.
- Additionally, providers with inaccurate enrollment/attendance certifications that have resulted in improper payments may be chosen again for additional monitoring in subsequent months.

Attachment V. A. 2. Monitoring

Policy and Procedures for Refusal to Contract Based on Class 1 Violations

In accordance with 1002.88(2)(b) the ELC of North Florida may refuse to contract with a provider or revoke a provider's eligibility to deliver the School Readiness Program if the provider has been cited for a Class 1 violation by the Department of Children and Families (DCF). The following is the ELC's plan for implementation.

DCF Class 1 violations will be tracked by the ELC through their Service Provider. The Service Provider will monitor violations through child care provider self-reporting, DCF notification and through a report ran monthly in the CARES system listing all providers with Class 1 violations. Monitoring will ensure continuing compliance with ELC standards and in conjunction with plan element V.A.1. Any providers with Class 1 violations will be required to submit a corrective action plan to prevent future violations.

Providers meeting the conditions of Emergency Termination in the Statewide School Readiness Provider Contract, Form ~~OEL~~DEL-SR 20 will be terminated according to the contract provisions regardless of the number of Class 1 violations to date. Otherwise providers will not be terminated after the first instance of receiving a DCF Class 1 violation. An instance is considered all Class 1 violations resulting from a single incident on a single day.

Providers receiving a Class 1 violation in a 2nd instance within a rolling 2-year period may finish the year's SR contract but will not be eligible for SR contract renewal unless corrective action plan (CAP) has been approved by the Service Provider and successfully implemented by the provider.

A CAP for the 2nd instance of Class 1 violations will consist of staffing changes, and changes to personnel policies as deemed necessary by the ELC's Service Provider to prevent or reduce the risk of another Class 1 violation if appropriate under the circumstances. All CAP's will also include documentation of at least 8 additional hours of staff training relevant to the area of non-compliance that must be approved by the ELC's Service Provider. To have a CAP considered successfully implemented, the provider must deliver to the Service Provider sign-in/sign-out sheets for the training listing every staff employed at the program as having attended the training. The training may be online or in person but there must be a way to track attendance for a training to be accepted as a CAP. Additionally, a training agenda and short narrative relating the training to the most recent Class 1 violation must be included in the packet sent to the Service Provider. Lastly, documentation concerning the training and its publisher or author must be included in the packet. If the training is self-developed, a copy of the training materials must be included but if it is published by a 3rd party, information concerning the training and the publisher such as a web link will be sufficient.

All CAP's required for this purpose must be completed prior to a new contract being issued. The CAP and the required training are the sole responsibility of the provider. The ELC and its Service Provider may assist in developing the CAP or in providing the training as resources allow but ultimately the provider is responsible for all aspects of the CAP and the ELC and its Service Provider are responsible for approving the CAP and approving its successful completion. Should the provider choose to not submit a CAP or fail to implement it successfully that provider will not be eligible for contract renewal for at least one year. If there is a third instance of receiving a Class 1 violation within a 2-year rolling period, the provider will be ineligible for School Readiness contract renewal for a period of 5 years.

Any provider found ineligible to contract for School Readiness may reapply for the new contract year after having received 2 consecutive DCF inspections containing no Class 1 violations after having not been eligible to contract for a period of 5 years. A provider that contracts for School Readiness after having been ineligible to contract due to Class 1 violations and subsequently has another CLASS 1 violation within the first year of contracting again will be allowed to remain contracted for School Readiness for the remainder of the contract year but will be ineligible to contract again for 5 contract years.

Any provider that is found to be ineligible to contract due to Class 1 violations will be given a copy of the ELC grievance policy either by hard copy or electronically.

~~SRAD16~~ ECS Policy for Processing Public Records Requests That Are Not Exempt or Confidential

APPLICABILITY/ACCOUNTABILITY:
This policy applies to all employees of Episcopal Children's Services (ECS) funded in whole or part by public funds.

GENERAL POLICY:
It is the policy of ECS that all employees will comply with Florida's public records law and state retention schedules for public records.

DEFINITIONS:
Public Records. Florida's public records law, Chapter 119 of the Florida Statutes, defines public records as: *All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material, regardless of physical form, or characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency*.
All documents and other written materials that are made or received pursuant to law or that are made or received in the transaction of official ECS business are public records which, regardless of form, are open for public inspection unless the legislature has specifically exempted them from disclosure. Electronic mail messages, if they meet these criteria, qualify as public records.

Public Records Request. A request by a member of the public for documents or items that are public records. No particular form or format is required for such a request.

Exemption. A provision in the law that dictates that certain documents or other written materials should not be produced in response to a public records request.

POLICY STATEMENT:
Most documents, including e-mail messages, created or received by ECS employees in connection with official business are public records. Employees may not delete public records in their possession or control except in accordance with the record retention schedules 2-100.1 Florida Public Records Act—Scope and Compliance 2 applicable to ECS as a subrecipient of state funds. Unless a public record is exempt by statute from disclosure pursuant to the public records statute, it must be produced to any person upon request. A person does not have to prove a "legitimate" need for public records to be entitled to inspect it.
State and federal laws exempt certain types of public records, or portions thereof, from disclosure under the public records law. Exemptions that frequently apply to ECS records include but are not limited to:
a. client records

b. social security numbers
c. certain types of research records
d. most direct support organization records
e. personally identifiable medical information
f. most benefit enrollment information
g. bank and other financial information (e.g., credit card data)
h. personal information regarding law enforcement officers or their families
Before documents are released pursuant to a public records request, any exempt documents or exempt information contained within documents must be removed.
All public records must be retained for a period of time that varies depending on the nature of the documents.

It is acceptable to retain in paper form documents that were originally sent in electronic form and vice versa. For example, employees may archive electronic mail messages for retention purposes or they may print mail messages to be filed and retained. Similarly, bulky files may be scanned into an electronic database and the original paper files discarded.

PROCEDURES:
Responding to a Public Records Request:
Public records requests may be made in writing or orally. A department receiving a request for public records may ask that the requestor put his or her request in writing for the sake of clarity, but may not require it. If a requestor declines to put his or her request in writing, the department receiving the request should write down the request with as much clarity as possible before forwarding the request to the Chief Financial Officer for a response.

2-100.1 Florida Public Records Act—Scope and Compliance 3
ECS must respond to a public records request within a reasonable period of time after receiving the request. What constitutes a reasonable period of time depends upon the circumstances surrounding the request, including the nature of the request, the size of the request, the likely quantity of records to be produced, whether extensive use of information technology resources or clerical services are required, and the timing of the request (i.e., whether holidays intervene).

The Chief Financial Officer will consult with the various departments within ECS as appropriate and respond to the request with the requestor and the appropriate department or unit in which the records are maintained.

The supervisor of the department or unit in which the records are maintained is responsible for appointing one or more persons to gather the requested documents, and make copies and forward the documents to the Chief Financial Officer, which will then either arrange a time for inspection of the documents or deliver copies of the documents to the requestor. Documents that are exempt from the public records law will not be produced. Documents that are public records but contain exempt information will be produced after removing the

exempt information. The determination of which documents or information are exempt from the public records law will be made by ECS's legal council when in question.

If the person making the records has requested copies of the documents, the ECS may charge the requestor 15 cents per one-sided copy. In addition, if copying the public records requires extensive use of information technology resources or clerical and/or supervisory assistance, ECS may assess a reasonable service charge based on the ECS' actual incurred costs. Reimbursement for these charges may be made to the department that incurred the charge. An estimate of the charges will be given to the requestor and approval obtained prior to responding to the request. All charges will be collected before producing the documents.

Changes/Revisions:

Date of Change/Revision	**Person making change/revision**	**Change/Revision**
12/13/11	**T. Matheny**	**Added Footers and Revised Name to meet SR protocol.**
09/07/22	**B. Spangler**	**Removed SRAD 16 from policy title and document name.**

OP104 Grievance Policy and Procedures

Effective Date: 07/28/05
Revision Date: 11/15/06, 08/05/09, 02/02/11, 08/03/11, 06/26/14, 02/04/15, 03/16/16, 090722

Grievance Policy and Procedures

The following procedure will apply in all cases not related to School Readiness or Voluntary Pre-Kindergarten alleged parental fraud. In those cases the ELC of North Florida's ~~Fraud Prevention Plan's~~Anti-Fraud Plan's procedures will apply.

The Coalition will handle grievances or complaints from participants (including providers and parents), contractors, employees, members, and other interested persons arising from actions taken by the early learning program as follows:

- **Parental Complaint Records.** The ELC and its contractor will maintain substantiated parental complaint records on the ~~OEL~~ DEL approved form and will retain these forms for five (5) years.

- **Reporting of Abuse/Neglect.** The ELC's and its contractor's employees are mandated reporters of abuse and neglect under Florida statute and as such will report all suspected abuse and neglect complaints to the Florida Abuse Hotline and the licensing authority within one hour. Written record will be kept of all such reports made for a minimum of five (5) years.

- **Public Information Requests.** The ELC and ECS has established a process by which ECS makes available to the public information regarding parental complaints on request to comply with federal regulation 45 CFR 98.32 and CCDF Plan Element 2.6.5. A detailed description of this process and how such records are maintained and made available in Attachment 5.B.2.

- **Use of (Contractor) Existing Employee Grievance/Complaint Procedures**. Any grievance by an employee of a contractor of the Coalition, arising out of actions taken with regard to Coalition-administered programs, shall be resolved using the employee grievance procedures established by the employing contractor.

- **Coalition Employee Complaint Procedure.** Any complaint by a Coalition employee shall be resolved utilizing the Complaint Resolution Process contained in the Coalition's Personnel Policy #HR105.

- **Coalition Board/Committee/Member Complaint Procedure.** Any complaint by a Board member or Committee member must be made in writing and submitted to the Coalition's C.E.O. The complaint shall be placed on the next regularly scheduled Board meeting agenda for discussion.

- **Non-employment Related Complaints or Grievance Procedures**. Any complaint or grievance, other than employment related grievances, by a participant, contractor, or employee of any entity or person implementing Coalition programs shall follow the complaint or grievance procedure of the agency, entity, or person offering or administering the services out of which the complaint or grievance arose in accordance with the procedures set out below.

  1) Initial Complaint
  All non-employment related complaints or grievances by any participant, contractor, and/or employee must first be presented in writing to the agency or entity delivering that program in accordance with complaint or other grievance procedures established by that agency or entity. The complaint or grievance must be made in writing and addressed to the agency or entity with a copy to the Coalition.

  2) Initial Agency/Entity Response

The agency or entity shall respond to any complaint or grievance in accordance with their procedures, but within a time frame not to exceed 10 business days of receipt of the complaint or grievance. The Coalition's subcontracted agencies will maintain a record of any grievances and file a monthly report of the grievances to the Coalition.

3) Appeal of Initial Agency/Entity Response

The aggrieved party must exhaust all appeal channels available within the established agency/entity grievance procedures. It is not anticipated that the Coalition will face many problems that cannot be settled by the individual agencies. Therefore, the Coalition will act only in the event that those problems/grievances cannot be resolved. In such cases, the grievance procedures listed under item 4 will apply.

4) Complaint to the Coalition Board

While it is the intent of the Coalition to make all decisions and actions based on the best interest of the community and its children, and to resolve problems through discussion and mediation, there may be instances where an individual/entity (including parents, providers, board members, or the general public) believes that a decision or action has resulted in a complaint or grievance. In such instances, the Coalition and the individual/entity, who desires to file a grievance or complaint, will follow the following procedures:

The aggrieved party must submit written notice of the grievance or complaint within 10 business days of the Coalition action or decision. This written notice shall include the following:

- The specific Coalition/agency/entity action or decision.
- The date that the action or decision occurred.
- A detailed explanation of how the individual/entity was adversely affected by the action or decision, citing specific legislation, policy, procedure, statute, etc. that was violated.
- The name, address, and telephone number of an individual who can act on behalf of the individual/entity.
- Copies of all correspondence to any agencies and resolution thereof.

Upon receipt of the complaint or grievance the Board of Directors will review all information within 30 calendar days of receipt of the complaint or grievance, or by the next regularly scheduled board meeting. The Board of Directors is charged with the responsibility of reviewing all pertinent information and, based on the information, making a decision.

The Coalition Board will discuss and review the complaint or grievance and vote on the Board members' recommendations for a decision. The Coalition shall notify the individual/entity of its decision within 10 business days, in writing. The decision of the Coalition Board is final.

Once a Final Resolution is made by the Coalition Board, no item listed within the documents of said complaint or grievance may be discussed again with any Board member or Coalition staff. No further conversations, requests to correspond, public comment requests, etc. will be entertained by the Board or its staff regarding any matter already filed within the complaint or grievance.

In addition, should a contractor/child care provider be found to be in non-compliance of this grievance policy's procedures, found to have attempted to circumvent these procedures, or found to have intentionally provided false information during these procedures, the Coalition reserves the right to suspend or terminate their contract/agreement.

ACTION ITEM SUMMARY

DESCRIPTION	Episcopal Children's Services 2022/2023 Contract Amendment #0002-22:
Reason for Recommended Action	Revisions: A. Item **#1** is to make updates to Child Care Resource and Referral reports deliverables. B. Items **#2 and 3** were to update the School Readiness budgeted amounts, as well as the Additional School Readiness-Related Programs budgeted amounts per the September 29, 2022 Notice of Award and two University of Florida Lastinger Center Contracts through DEL. **If this is not done, the following would occur:** A. ECS's contract would not contain the updated information regarding reports deliverables. B. ECS's contract would not have the correct budgeted amounts for the School Readiness program, nor the Additional School Readiness-Related Programs.
How the Action will be accomplished	Approval of ECS 2022/2023 amendment #0002-22, and party signatures.

Amendment 0002-22 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 **2022-23** primary services contract as follows:

Item #	Page #	Headings and Text
1	**15**	**C. Methodology:** (Child Care Resource and Referral)
		21. Develop an annual "CCR&R ~~Plan for~~ Family Engagement Plan" ~~and Community Outreach~~" to be submitted to the Coalition/DEL by ~~**the last business day in August of each year**~~ **August 31, 2022.** And develop an annual "CCR&R Accessibility Report" to be submitted to the Coalition/DEL by **August 31, 2023.** The reports shall be submitted in the formats designed annually by DEL.
2	**21**	**VII. Method of Payment** (SR)
		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 **$20,019,037.** 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 adminsitrative 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. This grant also funds the ARPA Build a World Class Workforce Initiatives. Per Notice of Award no more than 5% of total expenditures shall be expended for

		administrative activities, for a **total dollar amount of ~~$29,122,452~~ $53,548,962.** **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. Contractor may not exceed the following **total dollar amount of $74,990** (including up to **5%** for General Administration)**.** **C. (C.R.R.S.A.)** **The Coronavirus Response and Relief Supplemental Act (CRRSA)** is additional funding to support private early learning/child care providers and contracted school district providers that 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 of $2,144,687**. **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~~ 09/01/22 – 08/31/23) for a total dollar amount up to and not to exceed **~~$12,000~~ $13,000.** To implement the Early Learning Florida professional development Educator Stipends program. The Contractor will provide administrative support, distribution of information, completion of timely invoices, and provide timely payment to Educators who have submitted course completion documents and who have been verified and approved for a stipend. (Effective dates 0/01/22 – 06/30/23, contract SR101) for a total dollar amount up to and not to exceed **$50,000.** **E. School Readiness 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** up to and not to exceed **$34,672.**

3	**77-78**	**Attachment 9 School Readiness Budget**
		(Attached, pages 4-7. Pages 6-7 replace the original contract attachment and is incorporated as part of this amendment.)
		END OF AMENDMENTS

ATTACHMENT 9
SCHOOL READINESS BUDGET *(deletions)*

State of Florida Notice of Award No. EL433	
CFDA# / Name	**Federal Award #**
93.558 / TANF and MOE	2201FLTANF (20.63%)
93.575 / CCDF Discretionary, ARPA	G2201FLCCDD and 2101FLCDC6 (58.89%)
93.596 / CCDF Mandatory	G2201FLCCDF (4.68%)
93.596 / CCDF Matching and MOE	G2201FLCCDM (15.75%)
93.667 / SSBG	G2201FLS0SR (0.05%)
	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	711,990		711,990
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	710,972	555,090	1,266,062
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	468,750	25,000	493,750
Inclusion	97QIN	116,910		116,910
Resource & Referral	97Q14	357,860		357,860
Total Non-Slots (Non-Direct)		**3,104,575**	**1,140,493**	**4,245,068**
SR Matching Funding		173,799		173,799
Slots		16,740,663		16,740,663
Total Slots (Direct Services)		**16,914,462**		**16,914,462**
Grand Totals		**$20,019,037**	**$1,140,493**	**$21,159,530**
				NOA Total

Other Direct Services:

Gold Seal Payments	97GS~~D~~	~~$861,524~~		~~$861,524~~
Performance Funding	QPIIPD,QPICA, QPIPQ, QPICQ	$837,244		$837,244

Additional School Readiness-Related Programs and Funding

(Exclusive of DEL School Readiness Grant Award Funding)

A. (A.R.P.A.) The American Rescue Plan Act – Stabilization Funding (EL433) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. 2101FLCDC6 and 2101FLCSC6 – 100% funding [amount includes up to **5%** (~~$1,386,783~~) for General Administration] **Total**	~~**$29,122,452**~~
B. Preschool Development Grant (PDG) (EL433) CFDA# 93.434/ESSA Florida Preschool Development Grants Birth Through Five, Federal Award Nos. Federal Award No. 90TP0068-03-01 – 100% funding [amount includes up to **5%** ($3,750) for General Administration] **Total**	**$74,990**
C. C.R.R.S.A. (Coronavirus Response and Relief Supplemental Act) **Funding** (EL433) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. 2101FLCDC6 – 100% funding [amounts include up to **5%** ($107,234) for General Administration] Phase V and VI Provider Grants CRRSA VPK Closure Days CRRSA ELC Program Outreach and Awareness CRRSA ELC Workforce Incentives **Total**	$953,860 43,152 136,599 1,011,076 **$2,144,687**
D. Early Learning Florida (through the University of Florida Lastinger Center) Effective dates ~~09/01/21 – 08/31/22~~ **Total** (total dollar amount up to and not to exceed)	~~**$12,000**~~
E. School Readiness Program Assessments (EL433) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. G2201FLCCDD – 100% funding **Total**	**$34,672**

ATTACHMENT 9
SCHOOL READINESS BUDGET *(additions)*

State of Florida Notice of Award No. EL433	
CFDA# / Name	**Federal Award #**
93.558 / TANF and MOE	2201FLTANF (20.63%)
93.575 / CCDF Discretionary, ARPA	G2201FLCCDD and 2101FLCDC6 (58.89%)
93.596 / CCDF Mandatory	G2201FLCCDF (4.68%)
93.596 / CCDF Matching and MOE	G2201FLCCDM (15.75%)
93.667 / SSBG	G2201FLS0SR (0.05%)
	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	711,990		711,990
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	710,972	555,090	1,266,062
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	468,750	25,000	493,750
Inclusion	97QIN	116,910		116,910
Resource & Referral	97Q14	357,860		357,860
Total Non-Slots (Non-Direct)		**3,104,575**	**1,140,493**	**4,245,068**
SR Matching Funding		173,799		173,799
Slots		16,740,663		16,740,663
Total Slots (Direct Services)		**16,914,462**		**16,914,462**
Grand Totals		**$20,019,037**	**$1,140,493**	**$21,159,530**
				NOA Total

Other Direct Services:

Gold Seal Payments	97GSQ	$875,326		$875,326
Performance Funding	QPIIPD,QPICA, QPIPQ, QPICQ	$837,244		$837,244
Special Needs	SPCRQ	$105,686		$105,686

Additional School Readiness-Related Programs and Funding

(Exclusive of DEL School Readiness Grant Award Funding)

B. (A.R.P.A.) The American Rescue Plan Act – Stabilization Funding (EL433) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. 2101FLCDC6 and 2101FLCSC6 – 100% funding [amount includes up to **5%** ($2,677,448) for General Administration] ARPA Stabilization Funds ARPA Build a World Class Workforce Initiatives **Total**	 $50,950,723 2,598,239 **$53,548,962**
B. Preschool Development Grant (PDG) (EL433) CFDA# 93.434/ESSA Florida Preschool Development Grants Birth Through Five, Federal Award Nos. Federal Award No. 90TP0068-03-01 – 100% funding [amount includes up to **5%** ($3,750) for General Administration] **Total**	 **$74,990**
D. C.R.R.S.A. (Coronavirus Response and Relief Supplemental Act) **Funding** (EL433) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. 2101FLCDC6 – 100% funding [amounts include up to **5%** ($107,234) for General Administration] Phase V and VI Provider Grants CRRSA VPK Closure Days CRRSA ELC Program Outreach and Awareness CRRSA ELC Workforce Incentives **Total**	 $953,860 43,152 136,599 1,011,076 **$2,144,687**
D. Early Learning Florida (through the University of Florida Lastinger Center) Effective dates 09/01/22 – 08/31/23 **Total** (total dollar amount up to and not to exceed) Effective dates 08/01/22 – 06/30/23 (contract SR101) **Total** (total dollar amount up to and not to exceed)	 **$13,000** **$50,000**
E. School Readiness Program Assessments (EL433) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. G2201FLCCDD – 100% funding **Total**	 **$34,672**

THIS AMENDMENT shall begin on December 7, 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

NAME _____

TITLE _____

SIGNED _____

DATE _____

EPISCOPAL CHILDREN'S SERVICES, INC.

NAME _____

TITLE _____

SIGNED _____

DATE _____

ACTION ITEM SUMMARY

DESCRIPTION	**RETRO ACTIVE Approval (effective 08/01/22)** ELC of North Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 08/01/22 – 06/30/23 (SR101)
Reason for Recommended Action	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. THIS CONTRACT is to implement the Early Learning Florida professional development Educator Stipends program. The Coalition will provide (through Episcopal Children's Services) administrative support, distribution of information, completion of timely invoices, and provide timely payment to Educators who have submitted course completion documents. The total contract is **not to exceed $50,000.** <u>If this is not done, the following would occur:</u> • The Coalition would not be able to extend these professional development and financial opportunities to the child care providers in the Coalition's service area.
How the Action will be accomplished	**RETRO ACTIVE Approval (effective 08/01/22)** of this Contract and party signatures.

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CONTRACT FOR SERVICES

This Contract for Services (the "Contract") is made and entered into as of this 12th day of September, 2022, by and between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida **("University"),** and Early Learning Coalition of North Florida (**"Vendor"**), collectively the "Parties."

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

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

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

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

University:	Vendor:
Lastinger Center for Learning	Early Learning Coalition of North Florida
2-068 Norman Hall	2450 Old Moultrie Road
PO Box 117052	Suite 103
Gainesville, FL 32611	St. Augustine, FL 32086
Attention: Dr. Philip Poekert	Attention: Susan Pettijohn
Phone: (352) 273-4103	Phone: (904) 342-2267
Fax: (352) 392-3505	
Email: poekert@coe.ufl.edu	Email: spettijohn@elcnorthflorida.org

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

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

[Signature Page to follow]

SIGNATURE PAGE TO CONTRACT FOR SERVICES

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

UNIVERSITY:	VENDOR:
Signature: Jennifer Leckerling	Signature: Dawn Bell
Name: Jennifer Leckerling	Name: Dawn Bell
Title: Procurement Agent III	Title: CEO
Date: 10/14/22	Date: 10/10/2022 | 8:03 AM PDT

EXHIBIT A

1. **Scope of Services (Section 1)**.

Early Learning Coalition of North Florida agrees to support the implementation of Early Childhood Educator Stipends (SR101) and provide the **University of Florida, Lastinger Center for Learning** (University) with the following support, services, and/or materials:

A. Identify two Early Childhood Educator Stipends liaisons between Vendor and University:
   1. An Administrative liaison who is authorized to invoice, collect and maintain a record of W-9 forms, distribute and certify payment of the Early Childhood Educator Stipends.
   2. A Program/Professional Development liaison who will lead communication efforts and receive documentation of early childhood educators who are approved to receive a stipend.

B. Ensure administrative support by staff assigned to support Early Childhood Educator Stipends implementation (e.g., sharing information about Early Childhood Educator Stipends with Centers and Family Child Care Homes providing school readiness or VPK services; submitting timely invoices)

C. Distribute information (e.g., brochures, flyers, announcements) about the Early Childhood Educator Stipends.

D. Complete timely invoicing for educator stipends.

E. Provide timely payment of individual stipends to educators who have submitted course completion documents and have been verified and approved for a stipend.
   1. Maintain accurate and detailed financial records
   2. Submit appropriate invoicing documentation and written confirmation of payment per University invoicing procedures

36. **Term (Section 2)**. The term of this Contract shall begin on August 1, 2022 and terminate on June 30, 2023.

37. **Compensation and Payment Schedule (Section 3)**. The Vendor shall receive stipends monthly as detailed in the Payment Schedule below:

Description	Unit Cost	Evidence of Completion
DEL courses/events for professional development	$75/approved course per educator or $225 for the Florida State University course	Educator has submitted required documentation of course(s) completions and has been verified by the UF Lastinger Center and approved by DEL.
The FIMH-E courses stipend	$300/approved educator	
Approved certified Business Coaches - Training	$1,000/approved educator	
Approved certified Business Coaches - Train the Trainer	$1,000/approved educator	
Approved childcare owners/directors Business Coaches - Training	$300/approved educator	
ELC Admin	$35/stipend disbursed	

Total Contract not to exceed Fifty Thousand Dollars ($50,000).

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The Vendor must provide written confirmation that stipends were distributed to approved educators who successfully submitted their course documentation. The Vendor agrees that the money received can only be used for the purpose described under this section. Should the Vendor be unable to distribute the stipend to the educator, the undistributed stipend funds must be returned to the University of Florida, Lastinger Center for Learning via check. Check must be made payable to the **University of Florida** and mailed to the address for University under Notices (Section 3). Funds must be received no later than June 30, 2023.

EXHIBIT B

University of Florida
Standard Terms and Conditions

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

1. PAYMENT. Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post-audit; payment procedures and invoice requirements are available on UFs Disbursement Services website. If UF does not issue payment within 30 days of receipt of a proper invoice, UF may pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar ($1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UF. Vendors experiencing payment problems may contact University Disbursements at (352) 392-1241. UF may make payments to Vendor via the University's EFT/ACH or ePayables payment process. Vendor shall provide the necessary information to UF upon request. If Vendor is making payment to UF, Vendor shall pay timely and not offset any amounts or be cause for termination.

2. TAXES. UF is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of UF's Certificate of Exemption is available from the UF website. Vendor is responsible for applicable taxes under the Agreement.

3. VENDOR STATUS. Vendor will supply UF with a complete vendor application and W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply UF with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.

4. AVAILABILITY OF FUNDS. UF's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.

5. AUDIT & RECORD KEEPING. Vendor will cooperate with UF and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by UF and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by UF upon reasonable notice to UF. UF will provide Vendor with reasonable notice of the need for such.

6. TRAVEL. Vendor shall not charge UF for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that UF is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and UF's Travel Directives and Procedures, and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to UF. Any expenses in excess of the amounts prescribed shall be borne by Vendor.

7. INDEMNITY. Nothing in the Agreement shall be construed as UF's indemnification of the Vendor or as a waiver of sovereign immunity as set forth and limited by Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless University of Florida, the UF Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.

8. ASSUMPTION OF RISK. Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. UF is not liable for the acts of third parties or the consequences of the acts of third parties.

9. INFRINGEMENT. Vendor represents that any goods or services furnished or provided to UF, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against UF and will indemnify UF against an award of damages and costs made against UF by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by UF infringes a trademark or copyright of a third party; provided that UF notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.

10. TERMINATION. The Agreement may be terminated by UF by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. UF may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or to the reasonable satisfaction of the University, or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, UF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UF.

11. INSURANCE. UF, as a public body corporate entity, warrants and represents that it is self- funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for the Agreement.

a) Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement and at UF's request, name UF as additional insured on the Vendor's policies. **If Vendor is required to obtain specific insurance under paragraph 49 of these Terms**, then the policy must carry an endorsement to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to UF, then the Vendor

will be required to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with the Agreement to ensure continuous coverage. If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, UF may terminate the Agreement. Vendor shall do nothing that will adversely affect UF, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Agreement. UF reserves the right to cancel any award made or cancel the Agreement if Vendor fails to supply and/or maintain the required coverage. Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Agreement, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

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

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

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

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

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

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

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

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

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

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

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

12. PUBLIC RECORDS. UF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the "Florida Public Records Laws"), and UF will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by UF to perform the service; (2) Upon request from UF's custodian of public records, provide UF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to UF; and (4) upon completion of the Agreement, transfer, at no cost, to UF all public records in possession of Vendor or keep and maintain public records required by UF to perform the service. If Vendor transfers all public records to UF upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public

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

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

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

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

4. CERTIFICATION. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).

5. LOBBYING. Vendor is prohibited from using funds provided under the Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

6. E-VERIFY COMPLIANCE. Agency is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat.

7. EQUAL OPPORTUNITY. Vendor affirms the principles of equal opportunity employment. Vendor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.

32. NO CONFLICT OF INTEREST. Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with UF, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement. In addition, as applicable, neither Vendor nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of UF in connection with any of the Services.

33. AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA. IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE **FEDERAL FLOW THROUGH REQUIREMENTS**, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS

34. AUTHORITY TO EXECUTE. The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.

35. FACSIMILE SIGNATURES ALLOWED. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature.

36. SURVIVAL. Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.

37. SEVERABILITY. Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.

38. NOTICE. Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.

39. AMENDMENTS. The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.

32. **COUNTERPARTS; FACSIMILES.** The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.

33. **DATA PROTECTION COMPLIANCE.** To the extent applicable, Vendor shall ensure and hereby represents and warrants that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR).

ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS.

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

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

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

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

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

ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS.

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

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

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

ACTION ITEM SUMMARY

DESCRIPTION	**RETRO ACTIVE Approval (effective 09/01/22)** ELC of North Florida and the University of Florida/Lastinger Center Early Learning Florida Contract effective 09/01/22 – 08/31/23
Reason for Recommended Action	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. 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**.** The total contract is **not to exceed $13,000.** <u>If this is not done, the following would occur:</u> • The Coalition would not be able to extend this professional development opportunity to the child care providers in the Coalition's service area.
How the Action will be accomplished	**RETRO ACTIVE Approval (effective 09/01/22)** of this Contract and party signatures.

DocuSign Envelope ID: 3EFEECD5-6569-4C28-96A7-DAB4561E1EC6

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into as of this 1st day of September, 2022, by and between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida **("University"),** and Early Learning Coalition of North Florida(**"Vendor"**), collectively the "Parties."

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

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

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

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

University:	Vendor:
Lastinger Center for Learning	Early Learning Coalition of North Florida
2-068 Norman Hall	2450 Old Moultrie Road
PO Box 117052	Suite 103
Gainesville, FL 32611	St. Augustine, FL 32086
Attention: Dr. Philip Poekert	Attention: Susan Pettijohn
Phone: (352) 273-4103	Phone: (904) 342-2267
Fax: (352) 392-3505	
Email: poekert@coe.ufl.edu	Email: spettijohn@elcnorthflorida.org

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

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

[Signature Page to follow]

DocuSign Envelope ID: 3EFEECD5-6569-4C28-96A7-DAB4561E1EC6

SIGNATURE PAGE TO CONTRACT FOR SERVICES

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

UNIVERSITY:	VENDOR:
Signature:_____	Signature: Dawn Bell
Name:_____	Name: Dawn Bell
Title:_____	Title: CEO
Date:_____	Date: 9/5/2022 | 10:32 AM PDT

EXHIBIT A

1. **Scope of Services (Section 1)**.

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

A. Identify two Flamingo Early Learning liaisons between Vendor and University:
   1. An Administrative liaison who is authorized to invoice, collect and maintain a record of W-9 forms, distribute and certify payment of Flamingo Early Learning stipends for practitioners.
   2. A Program/Professional Development liaison who will lead the development of a local implementation plan for Flamingo Early Learning courses (e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching) that aligns with the Contractor quality improvement goals/initiatives.

B. Recruit Centers and Family Child Care Homes to enroll in Flamingo Early Learning courses; participating programs must serve young children birth to five years of age and have either an active school readiness contract or VPK contract.
   1. Distribute the electronic Flamingo Early Learning registration flyer to selected Administrators/Directors of Centers and Family Child Care Homes to participate in Flamingo Early Learning
   2. Establish criteria and select eligible Centers and Family Child Care Homes
   3. Provide University with names and email addresses of Center Directors and Family Child Care homes selected.
   4. Provide University with names and email addresses of participants from selected Centers and Family Child Care Homes who will enroll in Flamingo Early Learning courses.

C. Select Flamingo Early Learning courses that support local quality improvement goals.
   1. Hosting or Statewide Course Seats: Identify the courses and model (e.g., online only, online with CoP Facilitation, or online with TA Coaching) of each course selected that will be available to the Centers and Family Child Care Homes.
      a. Assign Practitioners from selected Centers and Family Child Care Homes to the courses and models that best meet their professional development needs.
   2. Practitioner Direct Enrollment: Provide the link and/or flyer for participants to direct enroll into courses from Flamingo Early Learning online course catalog

D. Maintain a list of all staff or affiliated partners who completed the CoP Facilitation and TA Coaching Institutes.
   1. Assign a qualified CoP Facilitator or TA Coach who has completed the appropriate University training to each section and provide this information to the University.

E. Identify the location for CoP Facilitation meetings and the location of centers/homes where TA coaching will take place and provide this information to the University.

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

2. **Term (Section 2)**. The term of this Contract shall begin on September 1, 2022 and terminate on August 31, 2023.

3. **Compensation and Payment Schedule (Section 3)**. The Vendor shall receive stipends as detailed in the Payment Schedule below:

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

Total Contract not to exceed Thirteen Thousand Dollars ($13000).

The Vendor must provide written confirmation that stipends were distributed to practitioners who attain mastery in each course. The Vendor must also provide documentation that CoP Facilitation and/or TA Coaching was provided. The Vendor agrees that the money received can only be used for the purpose described under this section. Should the Vendor be unable to distribute the stipend to the practitioner, the undistributed stipend funds must be returned to the University of Florida, Lastinger Center for Learning via check. Check must be made payable to the **University of Florida** and mailed to the address for University under Notices (Section 3). Funds must be received no later than August 31, 2023.

EXHIBIT B

University of Florida Standard
Terms and Conditions

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

1. PAYMENT. Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post- audit; payment procedures and invoice requirements are available on UFs Disbursement Services website. If UF does not issue payment within 30 days of receipt of a proper invoice, UF may pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar ($1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UF. Vendors experiencing payment problems may contact University Disbursements at (352) 392-1241. UF may make payments to Vendor via the University's EFT/ACH or ePayables payment process. Vendor shall provide the necessary information to UF upon request. If Vendor is making payment to UF, Vendor shall pay timely and not offset any amounts or be cause for termination.

2. TAXES. UF is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of UF's Certificate of Exemption is available from the UF website. Vendor is responsible for applicable taxes under the Agreement.

3. VENDOR STATUS. Vendor will supply UF with a complete vendor application and W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply UF with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.

4. AVAILABILITY OF FUNDS. UF's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.

5. AUDIT & RECORD KEEPING. Vendor will cooperate with UF and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by UF and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by UF upon reasonable notice to UF. UF will provide Vendor with reasonable notice of the need for such.

6. TRAVEL. Vendor shall not charge UF for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that UF is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and UF's Travel Directives and Procedures, and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to UF. Any expenses in excess of the amounts prescribed shall be borne by Vendor.

7. INDEMNITY. Nothing in the Agreement shall be construed as UF's indemnification of the Vendor or as a waiver of sovereign immunity as set forth and limited by Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless University of Florida, the UF Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.

8. ASSUMPTION OF RISK. Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. UF is not liable for the acts of third parties or the consequences of the acts of third parties.

9. INFRINGEMENT. Vendor represents that any goods or services furnished or provided to UF, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against UF and will indemnify UF against an award of damages and costs made against UF by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by UF infringes a trademark or copyright of a third party; provided that UF notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.

10. TERMINATION. The Agreement may be terminated by UF by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. UF may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or to the reasonable satisfaction of the University, or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, UF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UF.

11. INSURANCE. UF, as a public body corporate entity, warrants and represents that it is self- funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for the Agreement.

a) Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement and at UF's request, name UF as additional insured on the Vendor's policies. **If Vendor is required to obtain specific insurance under paragraph 49 of these Terms**, then the policy must carry an endorsement to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to UF, then the Vendor

will be required to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in the coverage or amount and

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

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

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

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

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

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

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

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

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

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

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

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

23. PUBLIC RECORDS. UF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the "Florida Public Records Laws"), and UF will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by UF to perform the service; (2) Upon request from UF's custodian of public records, provide UF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to UF; and (4) upon completion of the Agreement, transfer, at no cost, to UF all public records in possession of Vendor or keep and maintain public records required by UF to perform the service. If Vendor transfers all public records to UF upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UF, upon request by UF's public records custodian,

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

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

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

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

27. CERTIFICATION. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, , subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).

28. LOBBYING. Vendor is prohibited from using funds provided under the Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

29. UNAUTHORIZED ALIENS. The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for UF'S unilateral cancellation of the Agreement.

30. EQUAL OPPORTUNITY. Vendor affirms the principles of equal opportunity employment. Vendor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.

32. NO CONFLICT OF INTEREST. Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with UF, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement. In addition, as applicable, neither Vendor nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of UF in connection with any of the Services.

33. AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA. IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE **FEDERAL FLOW THROUGH REQUIREMENTS**, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS

34. AUTHORITY TO EXECUTE. The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.

35. FACSIMILE SIGNATURES ALLOWED. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature.

36. SURVIVAL. Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.

37. SEVERABILITY. Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.

38. NOTICE. Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.

39. AMENDMENTS. The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.

40. COUNTERPARTS; FACSIMILES. The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.

41. DATA PROTECTION COMPLIANCE. To the extent applicable, Vendor shall ensure and hereby represents and warrants that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international

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

ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS.

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

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

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

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

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

ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS.

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

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

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

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition's Personnel Policies and Procedures Manual
Reason for Recommended Action	Revisions: HR204 – Employment Reference/Criminal History Checks, added updated, missing language from 21/22 grant agreement background screening requirements for employees who have access to confidential information (both for the Coalition which is a "Qualified Entity" and for subrecipients/contractors/subcontractors who are Not a "Qualified Entity"). This was discovered during the Coalition's DEL Accountability review. If this is not done, the following would occur: • 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.

HR204 Employment Reference/Criminal History Checks

Effective Date: 02/19/08
Revision Date: 04/07/10, 02/02/11, 08/03/11, 06/06/12, 08/24/12, 02/12/13, 04/03/13, 11/05/14, 03/16/16, 09/21/16, 02/01/17, 02/07/18, 11/07/18, 06/12/19, 12/07/22

The Coalition will conduct reference and criminal history checks on all prospective and current employees, as well as volunteers, as outlined within this policy. The Coalition will ensure appropriate screenings are processed for contractors as well.

QUALIFIED ENTITY

A "qualified entity", as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.

The Coalition is a qualified entity and therefore is registered with the Florida Department of Law Enforcement (FDLE).

The Coalition requires any sub-recipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under agreement screened in a manner consistent with s. 943.0542, F.S.

For monitoring and audit purposes, the Coalition maintains on file verification for all Coalition personnel and any sub-recipient or contractor's personnel per the guidelines of the DEL Grant Agreement current during the time of background screening processing.

REFERENCES/CREDENTIALS

The Coalition will verify (for all employees and volunteers) where applicable; clear background screenings, educational and professional credentials, and employment history/references prior to the first day of employment/assignment.

The Coalition will verify the highest level of education claimed (if the position requires), applicable professional licenses claimed (if position requires), and employment history (if position requires) for Coalition staff AND for Qualified Entities that are subrecipients/subcontractors and their staff.

Documentation of these verifications will be maintained by the Coalition.

CRIMINAL BACKGROUND SCREENING PROCEDURE

1. As applicable, the potential or current employee (or volunteer) must have a criminal background check processed prior to the first day of employment (or volunteer work), and screened in a manner consistent with Section 943.0542, F.S. The Coalition shall arrange for and pay all costs for the background screenings. If appropriate, the applicant and employee must meet criteria for background screening as required for child care personnel in child care licensing regulations.

If FDLE determines that the ELC meets the definition of "Qualified Entity," but determines that certain ELC employee(s) are not providing child care or child care placement, while having access to confidential information, the ELC staff shall receive the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

2. The personnel staff will complete and submit the appropriate paperwork for the criminal background check and other necessary paperwork as required by the Department of Children and Families upon employment and (at a minimum of) every five (5) years thereafter. The following paperwork may be included:

a. **Affidavit of Good Moral Character** – All candidates must complete this form and have it notarized before employment. This form is available from the Department of Children and Families (DCF) District Screening Office. Human Resources will stress to the candidate the importance of this requirement and ensure that the candidate clearly understands it.

b. **Local Criminal Records** – The personnel staff will complete the Request for a Local Law Enforcement Check and send it to the sheriff office in Baker, Bradford, Clay, Nassau, Putnam, and/or St. Johns counties.

c. **Employment History/Reference Checks** – Conducted by the personnel staff, these checks should cover a two-year period preceding employment in the screened position and should exclude periods of unemployment. The potential applicant and current employee may be subject to additional background reviews depending upon their job specifics.

d. **State and Federal Criminal Records** – The Coalition's personnel staff will instruct the candidate (or employee) to complete a "Live Scan" of their fingerprints with a vendor approved by the Coalition, to be sent to the FDLE (Florida Department of Law Enforcement) and the FBI (Federal Bureau of Investigation) for clearances. Effective July 1, 2012 all new employees will be screened, unless they have a current DCF clearance under five (5) years old and have had no break in service (or break in service under 90 days). Also effective July 1, 2012 all current employees will be re-screened on or before the five-year anniversary date of the last screening and thereafter if the individual continues performing under the DEL agreement (for the Coalition).

e. **States other than Florida, if Resided in the Preceding Five Years** – If new or rescreening staff have lived out of the state of Florida at any time during the preceding five years, the DCF instructions will be followed, per DCF e-mail 10/10/16, "Updates to Background Screening Process". This document is available on the Coalition's share drive folders, "Policies and Procedures", then "Referenced Documents-Regulations".

NOTE: The full background screening may not be necessary for candidates transferring from another employer where he/she was screened, or for candidates who have had their fingerprints taken and processed by a Florida public school board provided that in either case there has not been more than a 90-day break in service.

3. **Volunteers and Board Members**

Any volunteer who will have contact with children 10 hours per month or MORE is required to have a Level II screening. Volunteers may only be approved for assignments once the background checks have been received and are clear. Volunteers still in service after five (5) years will be re-screened.

All potential and current volunteers (including board members) who will have contact with children on an

intermittent basis (LESS than 10 hours per month) are NOT required to be background screened as long as a person who meets the Level II background screening requirements (as set forth in s. 435.04, F.S) has the volunteer in his or her line of sight during any interaction with children (per 2012/2013 Grants Agreement section (45)(a) and e-mail correspondence from Kathy Summers, DEL Business Analyst dated 02/27/13 with DEL Memorandum dated November 19, 2012 "Background Screening Follow-Up Guidance").

Reading Pals

Although not required, the Coalition may process Level I screenings for volunteers of its "Reading Pals" program. The Coalition also ensures that the volunteers do not meet or exceed 10 hours per month contact with children. Reading Pal volunteers complete the Coalition's Volunteer Application and Affidavit of Good Moral Character. Upon completion, the Coalition personnel staff submits a request to the local county Sheriff's Office (of the volunteer's place of residence) for a local criminal background check. Also, the Coalition personnel staff performs a database search on the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov/Core/Portal.aspx), and the FDLE sexual offender/predator search website.

4. The personnel staff will track receipt of the local and FDLE criminal history checks results. When the results are received, the personnel staff will input the records into the applicant's/employee's personnel file and will track and monitor the 5-year re-screening dates.

5. **If the local law check or FDLE transaction listing on the applicant/employee are returned with any charges**, the C.E.O. will review the charge(s). Additional information, such as disposition, should be requested from the applicant/employee and reviewed regarding the charge(s). The applicant/employee should be advised both by telephone and in writing of the needed documentation, and should be given a deadline to submit the paperwork. If it is a current employee, and the employee needs any time off to obtain documentation, the C.E.O. will notify the supervisor of the needed time. (The nature of the need for time off, including charges should be kept confidential and not shared with the Supervisor.)

6. Where applicable, the C.E.O. or designee will determine if the applicant/employee is disqualified from employment based on Section 435.03 and 435.04, Florida Statutes. Assistance should be requested from DCF to make this determination. If the applicant/employee has committed an offense listed on the Good Moral Character Affidavit/Attestation, they may be considered disqualified for hire and may be terminated or placed in a position for which background screening is not required. Exemptions from such disqualification may be taken into consideration on a case-by-case basis.

7. **If the applicant/employee is disqualified due to his/her criminal background check results**, the C.E.O. or designee will follow appropriate procedures for notifying the applicant/employee in compliance with Department of Children & Families. A copy of the notification letter must also be sent to DCF along with the transaction listing and any associated court documents received.

If the applicant/employee is disqualified due to federal (FBI) results, DCF will notify the Coalition. The Coalition must then immediately remove the employee from his/her assignment.

8. The personnel staff will maintain the Affidavit/Attestation of Good Moral Character, results of local, FDLE and federal (FBI) criminal history information and other related correspondence, and the employment history checks in the applicant's/employee's personnel file. This file will be kept in a secured area to ensure confidentiality.

9. **Each Coalition employee, subcontractor employee, or volunteer for either organization, is required to notify the Coalition immediately or the next business day of being arrested for any criminal offense**. The Coalition will review the alleged offense within 48 hours of notification. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next

business day. The Coalition will determine if the offense is one that would exclude the employee (or volunteer) under either the level I or level II background screenings (whichever is applicable), and if so remove the employee (or volunteer) from their assignment/position or remove them from working on a contract, if applicable. The employee (or volunteer), or contract staff, may not return to their work until cleared of all charges that would exclude the employee under a level 2 background screening.

SUBRECIPIENT/SUBCONTRACTOR/CONTRACTOR COMPLIANCE

1. Any subrecipient, contractor or subcontractor who does not meet the definition of "Qualified Entity" or who FDLE has determined does not meet the definition of "Qualified Entity" or whose employee(s) does not meet the definition but that employee(s) ~~who~~ will perform duties under contract with the Coalition and ~~who is~~ are permitted unsupervised access to ~~a child care location while children are present, or who will have access to~~ Coalition or DEL confidential information (about the children in care or their family or child care providers) shall comply with all of the above. However, the screening shall only include the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

   At the time of Contract approval, or change in staff during the course of a contract, the Coalition will supply the Contractor with the "Contract Employee Request and Approval Form" to ensure all applicable screenings are processed. The Contractor will have to submit the completed form with the cleared level II background screening documents, job descriptions, resume/work history, educational credentials and licenses required.

   Once the Coalition has reviewed all documents, the Office Manager will approve, sign, date, and send back to the Contractor allowing the staff person to work on the Coalition's contract. If they are not approved, the Coalition's Office Manager will sign THAT portion of the form and follow-up with the Contractor regarding that decision.

2. 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.

ACTION ITEM SUMMARY

DESCRIPTION	Approval of ELCNF Clay County Office Lease Extension to January 31, 2023 and Rental Increase to $840
Reason for Recommended Action	Staff requests board approval to approve the lease extension of the ELCNF Clay County Office. The space is 600 square feet with two large offices, half bath and storage area for supplies. The rent will be increased from $790 per month to $840 per month and includes water. The office houses our Clay County Outreach Assistant, our Clay County Reading Pals resource room and library as well as provides a conference area for training. **<u>If this is not done, the following would occur:</u>** • The Coalition would need to find new comparable office space for Clay County staff and Reading Pal Volunteers and our Clay County Literacy Outreach programs could be less effective in delivering the quality and level of service expected and renowned for.
How the Action will be accomplished	Approval of lease agreement extension and rental increase listed above.

Logate LLC

ADDENDUM TO LEASE

This agreement, made this 30th day of November, 2022, is agreed to and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased.

PREMISES ADDRESS: 3620 Peoria Rd Orange Park, FL 32065

TENANT: Early Learning Coalition of Nort Florida Inc.

TENANT _____ **(PRINT)**

TENANT _____ **(PRINT)**

ALL PROVISIONS OF THE LEASE AGREEMENT SHALL APPLY UNLESS IN CONFLICT WITH THIS ADDENDUM IN WHICH CASE THIS ADDENDUM SHALL APPLY.

The current Lease Agreement which expired/expires on January 31st 2024.

*The rent to increase to $840.00 starting February 1st 2023 and continue through to the expiration date. The tenant will not pay electric, unless it is in excess of $40 a month. The meter will be read at the end of the lease.

TENANT(s):

_____ _____

Date Tenant(s): _____

PROPERTY MANAGER:

Date Property Mgr : 11/18/22

ACTION ITEM SUMMARY

DESCRIPTION	Approval of ELCNF St. Augustine Office Lease
Reason for Recommended Action	The Coalition requests board approval to renew the lease of the St. Augustine Office located at 2450 Old Moultrie Road, Ste #103. The current lease ends on February 28, 2023 and the new lease will start on March. 1, 2023 and expire on February 29, 2028. This office space is considered the Coalition's main office and houses the CEO, the two Finance Managers, the two Program Support Specialists and the Office Manager. In addition, there is the main Reading Pals resource room and storage/conference room space. **<u>If this is not done, the following would occur:</u>** • The Coalition would need to find comparable office space for the St. Augustine main office.
How the Action will be accomplished	Approval of the lease extension listed above.

OFFICE LEASE

THIS LEASE, made this day of November, 2022, between 3929 THURMAN ROAD, LLC, AND ED AND VICKY PROVOST, hereafter referred to as “Landlord”), and EARLY LEARNING COALITION,(hereafter referred to as “Tenant”):

WITNESSETH:

1. DEMISED PREMISES.

(a) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant the premises situated at 2450 Old Moultrie Road in St. Augustine, Florida, more particularly described as: Suite 103, containing approximately 1360 square feet, in that certain office building known as Moultrie Place, hereinafter referred to as “building”, as shown on the floor plan attached hereto as Exhibit "B", signed by the parties for identification and thereby made a part hereof (which premises are hereinafter referred to as the “demised premises”), together with the right to use the common facilities which shall be furnished by Landlord in common with Landlord and other tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised premises are located.

(b) For purposes of this Lease “common facilities” shall include, but not be limited to adjacent grounds, parking areas, sidewalks, walkways, lobby, elevator, stairs and utility rooms.

(c) Notwithstanding the foregoing, Exhibit "B" is not to be deemed as a warranty, representation or agreement on the part of the Landlord that the demised premises will be exactly as indicated on said Exhibit "B".

2. TERM.

(a) The term of this Lease shall commence on the 1st day of March, 2023 (hereinafter referred to as the “commencement date”) and expire on the 29th day of February, 2028 (hereinafter referred to as the “termination date”). In the event Landlord fails to deliver possession on the commencement date because the demised premises are not then ready for occupancy, or for any other cause, Landlord shall not be liable to Tenant for any damages as a result of Landlord’s delay in delivering the demised premises, and the commencement date of this Lease shall be postponed until such time as the demised premises are ready for occupancy.

(b) In the event that the Landlord fails to deliver possession of the demised premises within ninety (90) days after the date of this Lease, Tenant may terminate the Lease upon ten (10) days written notice to landlord, whereupon neither the Landlord nor Tenant shall have any liability to the other.

(c) Provided there be no existing defaults at the time of renewal, the Tenant may, by written notice mailed to the Landlord, six (6) months or more before the last date of the original term, extend the term for a period of two (2) year(s) from the end of such original term, upon the same terms and conditions as herein set forth.

3. RENT.

For the first year of this Lease, monthly rent for the demised premises shall be One Thousand Five Hundred Seventy Six Dollars and Forty-Seven cents ($1576.47), plus sales or use tax, (if applicable) payable in advance, on or before the first day of each and every month throughout the term of this Lease; provided however, that if the lease term shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of the calendar month, the rental for such fractional month shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month. Said rent shall be paid without demand, set-off or deduction. This monthly rent equals Thirteen Dollars and Ninety-one cents ($13.91) per square foot per annum, as shown on Exhibit “D.”

4. PLACE OF PAYMENT.
All Rent and other charges due from the Tenant to the Landlord shall be paid to the Landlord, when due, at the Landlord's address as set forth above, or agent of the Landlord at any other address which the Landlord may specify to the Tenant by written notice.

5. RENTAL ADJUSTMENT.
Effective each anniversary, starting Year 2, the monthly rent shall be adjusted upward by the greater of:

(a) Three percent (3%) of the prior year's monthly rent or

(b) One hundred percent (100%) of the change in the rent calculated in accordance with the formula hereinafter set forth. In applying the formula, the following definitions shall control:

(i) "Bureau" means the United States Bureau of Labor Statistics or any successor agency that shall issue the indices referred to in (b).
(ii) "Price Index" means the Consumer Price Index for Urban Wage Earners issued from time to time by the Bureau, or any other measure hereafter employed in lieu of the Price Index, which measures the cost of living nationally.
(iii) "Base Index" is the Price Index for the month of February 2023.
(iv) "Current Price Index" is the Price Index for the last calendar month of each lease year.
(v) "Lease Year" means March 1, 2023 through February,29,2024, and each succeeding period of twelve (12) calendar months.

The formula is as follows: If the Current Price Index is greater than the Base Index, then the monthly rent for the next Lease Year shall be increased over the monthly rent for previous Lease Year in the same proportion that the increase in the Current Price Index bears to the Base Index.

6. ADDITIONAL RENT.
In addition to the foregoing monthly rent, if applicable, all other payments to be made by Tenant hereunder shall be deemed, for the purpose of securing the collection thereof, to be additional rent hereunder, whether or not the same be designated as such. Tenant shall pay the sales and use tax due on such additional rent.

7. ADDITIONAL RENT, OPERATING EXPENSES, AND COMMON AREA MAINTENANCE.
(a) For purposes of this Lease, the term "operating expenses" and "common area maintenance" shall include, but not be limited to, a reserve for future expenditures, taxes, maintenance of parking and other common areas, landscaping maintenance, common area electric and janitorial services, water, sewer, labor, licenses, permits, inspection fees, insurance, maintenance and service charges and all other direct costs of operating, managing and maintaining the building and grounds in which the demised premises are located. The term "taxes" shall include real estate taxes and assessments, special or otherwise, on the land and buildings of which the demised premises are a part, and any other taxes including without limitation, a tax or charge on rentals, gross receipts or income that may be imposed in lieu of or partially in lieu of such real estate taxes and assessments.

(b) In order to reimburse the Landlord for its operating expenses and costs of common area maintenance, Tenant shall pay to Landlord on a monthly basis as additional rent, at such time the rent is due, a sum equal to $4.40 for each square foot leased by Tenant per annum in accordance with this Agreement, for a monthly sum of $498.67, plus sales and use tax thereon (if applicable), as shown on Exhibit "D."

(c) If after the beginning of every calendar year during the term of this Lease, the Landlord determines that its operating expenses and cost of common area maintenance for the previous calendar year exceeds the amount stated in Paragraph 7 (b) above, Landlord shall deliver to Tenant a statement setting forth the operating expenses due for the immediately preceding calendar year. The date such statement delivered to Tenant is herein called "statement delivery date". Tenant shall pay Tenant's unpaid operating expenses and costs of common area maintenance as additional rent, plus sales and use tax thereon, within thirty (30) days from the statement delivery date.

(d) Landlord may, at its discretion, make from time to time during the Term a reasonable estimate of the Additional Rent which my become due under such provisions with respect to any calendar year, and may require the Tenant to pay to the Landlord with respect to each calendar month during such year one-twelfth (1/12) of such Additional Rent, at the time and in the manner that the Tenant is required hereunder to pay the monthly Rent. In such event, the Landlord shall cause the actual amount of such Additional Rent to be computed and certified to the Tenant within sixty (60) days after the end of such calendar year, and the Tenant or the Landlord, as the case may be, shall promptly thereafter pay to the other the amount of any deficiency or overpayment therein, as the case may be.

(e) If this Lease expires prior to the statement delivery date of the last calendar year of the term of this Lease, tenant hereby agrees to pay within thirty (30) days from the statement delivery date all sums which will be due and payable by Tenant.

8. LATE CHARGE.
If any monthly installment of rental is received by Landlord after the 5th day of any month, a late charge equal to the greater of $100.00 or 5% of such monthly rental shall be paid to Landlord by Tenant.

9. USE AND OCCUPANCY.
During the continuation of this Lease, the demised premises shall be used and occupied for an administrative/business office and for no other purposes without the written consent of Landlord. Tenant shall not use the demised premises for any purpose in violation of any law, ordinance, or regulation, nor shall Tenant perform any acts or carry on any practices which may injure the demised premises or the building in which the demised premises are located or be a nuisance, disturbance or menace to the other tenants of said building. Upon breach of this agreement, Landlord shall have the right to terminate this Lease forthwith and to re-enter and repossess the demised premises.

10. HAZARDOUS SUBSTANCES.
The Tenant shall not manufacture, store or dispose of in or about the demised premises any substance defined as a hazardous substance, toxic substance, or contaminant (other than usual and customary solvents, cleaning materials, or similar materials used in ordinary course of Tenant's business and in compliance with applicable laws and regulations) under the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time; the Federal Resource Conservation and Recovery Act of 1976, as amended from time to time; the State of Florida's 1974 Resource Recovery and Management Act, as amended from time to time; or any other or further legislation, rule, ruling, statute or guideline promulgated by competent public authority and governing the use, storage or disposition of such materials, nor shall Tenant conduct its business in violation of the above cited Acts. Tenant shall and does hereby indemnify and hold Landlord harmless from all manner of loss, damage, cause or expense (including attorneys' fees and court loss) which Landlord may suffer as a result of Tenant's breach of the provisions of this paragraph. The provisions of the paragraph shall survive the termination or expiration of this Lease.

11. UTILITY CHARGES.
(a) The Landlord shall be solely responsible for and promptly pay all charges for water, sewer and trash removal services. Tenant shall be responsible for arranging for and paying for any services which may be required at the demised premises, including, but not limited to, electricity and telephone.

(b) Tenant shall use all utilities in accordance with Landlord's rules and regulations and the rules and regulations of the public or private utility company, or the governmental agency, supplying the same. Landlord shall not be liable in damages or otherwise for any interruption in the supply of any utility to the demised premises, nor shall any such interruption constitute any ground for an abatement of any of the rents reserved hereunder. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities from which such utilities are supplied to or distributed in the demised premises. If Tenant desires to install any equipment which shall require greater capacity than the facilities provided by Landlord, such
installation shall be subject to Landlord's prior written approval of Tenant's plan and specifications therefor. If approved by Landlord, Tenant agrees to pay Landlord, provided Landlord is billed for same directly, on demand, the cost for providing such additional utility facilities or utility facilities of a greater capacity.

(c) If Tenant vacates premises prior to termination of lease, Tenant shall be responsible for maintaining electrical power and air conditioning to the Suite for the remainder of the Lease.

12. LIENS.
The Tenant will not permit any liens to stand against the demised premises for any labor or material furnished in connection with any work performed by or at the direction of the Tenant, and the Landlord will not permit any liens to stand against the demised premises for any labor or material furnished in connection with any work performed by or at the direction of the Landlord. The party at whose direction labor and material are furnished may contest the validity and amount thereof, said party will immediately pay any judgment rendered with all proper costs and charges, and shall have the lien released at said party's expense.

13. MAINTENANCE.
(a) Except for damage caused by Tenant's negligence or intentional acts, Landlord, at Landlord's expense:

(i) Shall keep the roof, exterior walls, and structural members of the building in proper repair;

(ii) Shall make any repairs and replacements to the interior of the demised premises including, but not limited to, windows, doors, interior walls, plumbing, heating & air conditioning equipment and electrical fixtures; provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs.

Landlord shall also be responsible for keeping Common Facilities in a clean and orderly condition.

(b) Tenant shall, at its own expense, maintain the demised premises and every part thereof in good order and condition and at the expiration of the term of the lease yield and deliver up the same in like condition as when taken, reasonable use and wear excepted. If the Lease is less than three (3) years, reasonable use and wear will not be excepted and Tenant shall be responsible for cleaning, patching, painting, carpet cleaning and whatever else is necessary to return premises in like condition as when taken. Tenant shall use chair platforms under all desk chairs having casters in order to protect carpeting installed by Landlord. Any and all food shall be properly stored so as not to cause any infestation or attraction of pests.

In the event that the premises are not properly maintained in the reasonable estimation of Landlord, upon written notice of such deficiency and the failure to correct within five (5) days of any such written notice, the Landlord shall have the right to obtain housekeeping services on behalf of the Tenant at the sole expense of the Tenant.

(c) Tenant has inspected and accepts the demised premises, its fixtures and appurtenances in "As Is" condition.

14. ALTERATIONS

The Tenant shall not make any alterations, improvements or additions to the demised premises, including but not limited to painting, window treatments, wall coverings, floor coverings and special lighting installations without the Landlord's advance written consent in each and every instance. In the event Tenant desires to make any alterations, improvements or additions, Tenant shall first submit to Landlord the plans and specifications therefor and obtain Landlord's written approval thereof prior to commencing any such work. All alterations, improvements or additions, whether temporary or permanent, shall remain upon the demised premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, office and professional equipment); provided, however, Landlord shall have the right to require Tenant to remove such alterations, improvements or additions and repair any damage resulting therefrom, at Tenant's cost, upon the expiration or sooner termination of this Lease.

15. ASSIGNMENT AND SUBLETTING.

Tenant covenants not to assign, transfer, hypothecate or mortgage this Lease or sublet the demised premises or any part thereof without the prior written consent of Landlord. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting without such written consent shall give Landlord the right to terminate this lease and to re-enter and possess the demised premises.

16. INDEMNIFICATION.

Except for Landlord's negligence or intentional acts, Tenant agrees to be responsible for and to protect, defend, indemnify and hold Landlord harmless, from and against any and all losses, economic loss, costs, liabilities, damages, claims, demands, expenses and legal actions arising or allegedly arising out of any accident or occurrence causing or allegedly causing injury or death to any person or persons or damage to any property in any way connected or allegedly connected with the condition of the demised premises or the use of the demised premises or any part thereof by the Tenant or by any other person or person, no matter by whomsoever or whatsoever caused. Tenant shall, at its own expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expenses, including but not limited to costs, attorney's fees and settlement expenses that may be incurred therein.

17. INSURANCE.

Tenant shall procure at its sole cost and expense and keep in effect during the entire term thereof, comprehensive general liability insurance with minimum limits of liability of $1,000,000 bodily injury and property damage, including fire damage legal liability, combined single limit. Said insurance shall name Landlord as an additional named insured, shall specifically include the liability assumed hereunder and shall provide that it is primary and not excess over or contributory with any other valid, existing and applicable insurance in force for Landlord. Tenant shall, prior to occupancy of the demised premises, deliver to Landlord certificates of such insurance and, in the event Tenant shall fail to procure such insurance, Landlord may, after written notice, procure the same for the account of Tenant and the cost thereof shall be paid to Landlord as an additional rent upon receipt by Tenant of bills therefor.

18. FIRE OR OTHER CASUALTY.
(a) In the event the demised premises is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord shall, subject to the following, at its own cost and expense, repair and restore the same to tenantable condition, and the rent herein provided for shall abate entirely in case the entire demised premises are untenantable and pro rata for the portion rendered untenantable, until such time as the demised premises are restored to tenantable condition. If the Landlord deems that the demised premises cannot be restored to tenantable condition within a period of one hundred fifty (150) days, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other and any rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. If the demised premises are damaged due to fire or other casualty, Tenant shall at its own cost and expense remove such of its furniture and other belongings from the demised premises as Landlord shall require in order to repair and restore the demised premises. Landlord shall be the sole judge as to the extent of the untenantability of the demised premises and of the time required for the repair and rebuilding of the same.

(b) In the event the building in which the demised premises are located is destroyed to the extent of more than one-half of the then value thereof, Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event any rent paid in advance of the date of such destruction shall be refunded to Tenant.

19. TENANT'S NEGLIGENCE AND WAIVER OF SUBROGATION.
Anything contained in any provision of this Lease to the contrary notwithstanding, if any damage to the Premises, the Building, or both
are caused by or result from the intentional tortious act or omission of the Tenant, those claiming under the Tenant, or any of their respective officers, employees, then

(a) the Rent shall not be suspended or apportioned;

(b) the Tenant shall pay to the Landlord as Additional Rent,
(i) the amount of any increase in insurance premiums resulting from such damage;
(ii)any deductible.

Notwithstanding anything in this Lease to the contrary, the parties release each other and each other’s employees and agents from any and all liability for any loss of, or damage to, property which is caused by or results from risks which are insured against by insurance policies carried by either of the parties or which could be insured against under a standard all-risk property insurance policy, regardless of cause, including the negligence of either party or their respective employees or agents. The foregoing release shall apply to losses or damages in excess of policy limits and to any co-insurance, deductible or self-insured retention. In the event of any inconsistency between the provisions of this section and any other provision of this Lease, the provisions of this section shall be controlling.

20. EMINENT DOMAIN.
If the whole or any substantial part of the demised premises or the building in which the demised premises are located shall be taken by any public authority under the power of eminent domain, then the Lease shall cease on the part so taken on the date possession of that part shall be required for public use, and any rent paid in advance of such date shall be refunded to Tenant. In the event that the taking substantially interferes with the Tenant’s use of the demised premises (the determination of which shall not be arbitrarily or capriciously made), either the Landlord or the Tenant shall have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the demised premises, and Tenant shall continue in possession of the portion of the demised premises not taken under the power of eminent domain, under the same

terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the demised premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the demised premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures, loss of business, or moving expenses.

21. TENANT'S PLAN FOR IMPROVEMENTS.

N/A

22. ACCEPTANCE OF POSSESSION.
Except for (a) latent defects or incomplete work which would not reasonably have been revealed by an inspection of the Premises made for the purpose of discovering the same at the time of the Tenant's assumption of possession of the Premises; and (b) any other items of incomplete work, which are set forth on a punch list submitted to and approved in writing by the Landlord prior to such assumption of possession, by its assumption of possession of the Premises, the Tenant
shall for all purposes of this Lease be deemed to have accepted the Premises in "As Is" condition and to have acknowledged the Premises to be in the condition called for hereunder.

23. QUIET ENJOYMENT.
Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the demised premises throughout the term hereof, without molestation or hindrance by any person whomsoever.

24. RULES AND REGULATIONS.
The Landlord shall have the right to adopt reasonable rules and regulations for the occupants of the Building, including Tenant, and Tenant shall comply with all such rules and regulations promulgated by the Landlord. If any rules and regulations are in effect as of the date hereof, a copy of such rules and regulations shall be attached hereto as Exhibit "A".

25. SUBORDINATION AND ATTORNMENT.
Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord’s interest in the demised premises and on the land and buildings of which the demised premises is a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Notwithstanding subordination, as aforesaid, at the option of the Lessor, Mortgagee, Trustee or the Purchaser at the foreclosure sale, this Lease, except as otherwise hereinafter provided, shall not terminate or be divested by foreclosure, deed in lieu of foreclosure, or other default proceedings under said leases, mortgages, deeds of trust, or obligations secured thereby, and Tenant shall attorn to and recognize the Lessor, Mortgagee, Trustee or the Purchaser at the foreclosure sale in the event of such foreclosurer other default proceeding as Tenant’s Landlord for the balance of the term of this lease, subject to all of the terms and provisions hereof, and thereafter, Tenant shall peaceably and quietly hold and enjoy the demised premises throughout the original term of this Lease and any extensions thereof. Such Lessor, Mortgagee or the purchaser at said foreclosure sale shall not be:

(a) Liable for any act or omission of Landlord;
(b) Subject to any offsets or defenses which Tenant might have against Landlord;
(c) Bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month; and
(d) Bound by any amendment or modification of this Lease made, after such foreclosure sale, without its consent.

Notwithstanding the attornment agreements hereinabove set forth, the beneficiary of any such attornment agreements may elect to declare said attornment provisions to be null and void and of no force and effect.

26. NON-LIABILITY OF LANDLORD.
Landlord shall not be responsible or liable to Tenant for any loss or damage to Tenant, Tenant's business or property that may be occasioned by or through the acts or omissions of persons occupying adjoining premises adjacent to or connected with the demised premises or any part of the building of which the demised premises is a part, or for any loss or damage resulting to Tenant or his property from malfunctioning heat or air conditioning equipment, burst, stopped, or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the demised premises from any cause whatsoever except as caused by Landlord or his agents negligent or intentional acts. In the event of any sale or transfer (including any transfer by operation of law) of the demised premises, Landlord (and any subsequent owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's respective period of ownership, except that any such sale or transfer shall be subject to the Tenant's right under this Lease.

27. SECURITY DEPOSIT.
Tenant has deposited with Landlord the sum of $0 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not be required to keep this security deposit separate from its general funds or pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease, the security deposit or any balance thereof shall be returned to Tenant upon Tenant's vacation of demised premises. In the event the building is sold, the security deposit will be transferred to the new owner.

28. ESTOPPEL CERTIFICATE BY TENANT.
The Tenant agrees that from time to time upon not less than ten (10) days prior request by the Landlord, the Tenant will deliver to the Landlord a statement in writing certifying:

(a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications),
(b) the dates to which the rent and other charges have been paid, and
(c) that, so far as the person making the certificate knows, the Landlord is not in default under any provision of this Lease, and if the Landlord is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any landlord under any ground or underlying lease, or any prospective purchaser, mortgagee, or any assignee of any mortgage on the land.

29. CERTAIN RIGHTS RESERVED TO THE LANDLORD.
The Landlord reserves the following rights:

(a) To name the building and to change the name or street address of the building.
(b) To install and maintain a sign or signs on the exterior or interior of the building.
(c) During the last ninety (90) days of the term, if during or prior to that time the Tenant vacates the demised premises, to decorate, remodel, repair, alter or otherwise prepare the demised premises for re-occupancy, without affecting Tenant's obligation to pay rental for the demised premises.
(d) On reasonable prior notice to the Tenant, to exhibit the demised premises to prospective tenants during the last one hundred and eighty (180) days of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the land and to others having a legitimate interest at any time during the term.
(e) To place "for sale" signs or "for lease" signs on the demised premises or building.
(f) At any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the demised premises or to the building, as may be necessary or desirable for the safety, protection or preservation of the demised premises or the building or the Landlord's interests, or as may be necessary or desirable in the operation or improvement of the building or in order to comply with all laws, orders and requirements of governmental or other authority.

30. NON-WAIVER.
One or more waivers of any covenant or conditions by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

31. BANKRUPTCY.
In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, then Landlord shall not have the right to terminate this Lease so long as Tenant performs it obligations hereunder.

32. LANDLORD'S REMEDIES.
(a) In the event Tenant shall fail to pay the rent reserved herein when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, have the remedies set forth in subparagraph (c) below.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of rent, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within twenty (20) days after the receipt of such notice, or if the default is of such a character as to require more than twenty (20) days to cure, and Tenant fails within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any sums so expended by Landlord shall be additional rent for all purposes hereunder, and shall be paid by Tenant with the next monthly installment of rent.

(c) If any rent shall be due and unpaid or Tenant shall be in default of the other terms of this Lease, and such default has not been cured after notice and within the time provided in subparagraphs (a) and (b) above, or, if the demised premises are abandoned or vacated, then Landlord, in addition to any and all other remedies existing under the common or statutory law of Florida, shall have the immediate right of re-entry. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease or without terminating this Lease, re-let the premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The proceeds of such re-letting shall be applied first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such re-letting, including the cost of any reasonable alterations and repairs to the demised premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such re-letting during any month be less than the monthly rent reserved hereunder, the Tenant shall during each such month pay such deficiency to Landlord.

(d) All rights and remedies of Landlord shall be cumulative and none shall be exclusive of any other rights and remedies allowed hereunder or by law.

(e) If it should become necessary for the Landlord to seek to enforce this Lease, the Tenant shall pay all of Landlord's reasonable fees and costs, including attorney's fees and other expenses, at all levels of the proceedings.

33. NOT USED.

34. PARTIAL INVALIDITY.
If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

35. HOLDING OVER.
The Tenant shall not continue to occupy the Premises after the expiration or earlier termination of the term of this Lease or any renewal thereof, unless the Landlord consents in writing to such continuation or occupancy. Such continuation shall be from month to month and shall continue until either party notifies the other in writing by at least sixty (60) days that they elect to terminate such tenancy. Such month to month tenancy shall be upon the same terms and subject to the same conditions as those set forth in the provisions of this Lease except that the rent may be increased by up to 50% above current rent by Lessor by written notice to Leasee served no less than thirty (30) days in advance of the period to which the increase applies.

36. ENTIRE AGREEMENT.
This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

37. NOTICES.
Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at Tenant's last known post office address or at the demised premises and deposited in the mail with postage prepaid and if such notice to Landlord is in writing to the address provided on this lease. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

38. SUCCESSORS.
This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

39. GOVERNING LAW.
This Lease shall be governed and enforced in accordance with the Laws of the State of Florida.

40. RADON GAS.
Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

41. NO OPTION.
The submission by Landlord to Tenant of this Lease in draft form shall be deemed submitted solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect, shall not constitute a reservation or an option for the leasing of the premises herein described, nor confer any rights to impose any obligations upon either party. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to landlord shall similarly have no binding force and effect unless and until Landlord shall have executed this Lease.

42. SIGNAGE.
Landlord, in its sole judgment, shall determine the type, size and location of all interior and exterior signs. Any Tenant's signs permitted by Landlord shall require the Landlord's prior written approval and shall be manufactured and installed solely at the expense of the Tenant.

43. INTERPRETATION.
For purposes of interpretation of this Lease, it is agreed that both parties shall be deemed to have prepared this Lease.

44. LITIGATION - VENUE - ATTORNEY'S FEES.
In the event of litigation between the parties arising from this Lease:
(a) venue shall be St. Johns County, Florida
(b) the prevailing party shall be entitled to costs and attorney's fees from the non-prevailing party.

45. 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 become unavailable, the Coalition (Tenant) may terminate this contract upon no less than a one hundred and twenty (120) calendar day notice, in writing, to the Contractor (Landlord). Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

46. ASSURANCES AND CERTIFICATIONS.
The attached Assurances and Certifications are hereby incorporated into this Lease as Exhibit "E".

45. PARKING.
Five (5) parking spaces are allotted for Suite 103. Tenant agrees not to exceed this number of spaces during normal business hours. Failure to comply will result in a termination of the Lease with no reimbursement of Tenant Improvement Costs.

EXECUTION PAGE ATTACHED

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

WITNESSES:

_____
(Witness Signature)

_____
(Printed Name)

_____

LANDLORD:

By:_____
Ed Provost, Owner

By:_____
Vicky Provost, Owner

TENANT:

By:_____
Dawn Bell

_____

_____
(Witness Signature)

_____
(Printed Name)

_____

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Private Sector Board Member Aubrie Simpson-Gotham
Reason for Recommended Action	Aubrie Simpson-Gotham is founder & CEO of Fostering Connections, a nonprofit organization founded in 2019 that uplifts local children and youth impacted by foster care or trauma by providing needed essentials, educational programs, and community connections. Ms. Simpson-Gotham has an extensive background in early childhood education. Aubrie Simpson-Gotham's term will be December 2022 to December 2026. **<u>If this is not done, the following would occur:</u>** • 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	Exec/Admin Approval, Board Ratification; then OEL will be notified via Plan Amendment/Board Roster submission.

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Private Sector Board Member Michelle D. Jonihakis
Reason for Recommended Action	Michelle Jonihakis is an experienced professional with a track record of strong leadership and nearly 20 years' experience in the commercial finance, credit, collections and recovery operations of large financial institutions. She is currently the Senior Business Management Specialist, Collections and Recovery Operations Strategy with TD Bank. Michelle Jonihakis' term will be December 2022 to December 2026. **<u>If this is not done, the following would occur:</u>** • 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	Exec/Admin Approval, Board Ratification; then OEL will be notified via Plan Amendment/Board Roster submission.

ACTION ITEM SUMMARY

DESCRIPTION	Approval of DCF Regional Administrator or Designee: Jennifer Overley
Reason for Recommended Action	Jennifer currently serves as the supervisor for licensing in Circuit 7 which includes St. John's county. 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. Jennifer's term would extend from December 2022 – December 2026. **<u>If this is not done, the following would occur:</u>** • The Coalition would continue to be out of compliance by not having a mandated seat filled.
How the Action will be accomplished	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.

EARLY LEARNING COALITION
North Florida

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: Jennifer Overley
(Please Print)

ADDRESS: _____
Street City State Zip

MAILING ADDRESS: Same
City State Zip

PHONE: _____ FAX: _____

CELL PHONE: _____

EMAIL: jennifer.overley@myflfamilies.com

****

EMPLOYER: DCF - Childcare Licensing

ADDRESS: 210 N Palmetto Ave Suite 430 Daytona Bch FL 32114
Street City State Zip

MAILING ADDRESS: Same
City State Zip

PHONE: (386)481-9195 FAX: (386)226-0253

****

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 am the supervisor for licensing in Circuit 7 which includes St. Johns County. I would like to connect with others working in this area as I reside in Volusia County.

2. What concerns do you have relating to early care and education? I am most concerned at this time with the staffing challenges providers are facing.

3. What strengths will you bring to the Coalition? Excitement and dedication for the field of Early Learning. I have served in all areas - teacher, director, licensing.

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. Yes. Early Learning Coalition of Volusia & Flagler Board. I am also the Vice-Chair of the Executive Committee for this organization.

BOARD MEMBERSHIP SUMMARY

As of Otober 24, 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 - ***Treasurer***	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	September 2021	September 2025
County Health Department Director or Designee	Eleanor Hoffman	September 2022	September 2026
Appointed by Putnam County District Superinendent 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, ***Chair***		
Private Sector	Mike Siragusa	September 2018	September 2026
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	Cassandra Virgo	June 2022	June 2026
	Rebecca Chandler	March 2022	March 2026
Regional Workforce Board Executive Director or	*Renee Williams, ***Secretary*** (Baker,	September 2014	September 2026

Designee	Clay, Nassau, Putnam, St. Johns)		
President of a Florida College System or Designee	* Dr. Myrna Allen, (Clay, Putnam, St. Johns)	September 2014	September 2026
Representative of Private For-Profit Child Care Providers	Patricia Tauch (Clay County)	March 2019	March 2023
Representative of Faith Based Child Care Providers	*Theresa Little, (Putnam, St. Johns)	December 7, 2016	December 2025
Private Sector	Leslie A. Barstow (St. Johns)	March 2022	March 2026
Private Sector	Aubrie Simpson Gotham, ***Vice Chair*** (St. Johns)	December 2018	December 2022
Private Sector	*Joy Farris, ***Interim Chair*** (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 *(Must comprise MORE THAN 1/3 of total Board Membership)**:***	**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. Nancy officially retired April 30, 2021.

- **Dr. Myrna Allen-** Term date is September 2018; she has served one term and has been reappointed as the Designee by President Joe Pickens of St. Johns River State College to serve a second term. The Board approved Dr. Allen's second term on the September 19, 2018 meeting. Dr. Allen's second term expired September 2022. The Board approved Dr. Allen's third term on the septmeber 14, 2022 meeting. Dr. Allen's third term expires Septemer 14, 2026. (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 expired September 2022. The Board approved R Williams third term on the September 14, 2022 meeting. R Williams third term expires Sepember 2026. (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 approved for a second term at the March 10, 2021 Board Meeting with the second term ending March 2025.

- **Theresa Metheney – ECS Representative -**The position was eliminated from the Board March 2022.

- **Andrew Warnock, DCF Regional Admin/Designee –** Was replaced with Cassandra Virgo ate the June 15, 2022 Board meeting.

- **Cassandra Virgo, DCF Regional Admin/Designee –** Board approved June 2022 and expires June 2026.

- **Rebecca Chandler, DCF Regional Admin/Designee –** Board approved March 2022, term expired March 2026.

- **Jessica Bishop, Putnam County Health Dept. Designee-** Board approved June 2021.Was replaced/Board voted September 2022 with Eleanor Hoffman.

- **Eleanor Hoffman, Putnam County Health Dept. Designee –** Board approved September 2022, expired September 2026

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.

BOARD

MEMBER ABSENTEEISM LOG

By-Laws *Unexcused absences from two (2)*

3.2.8. Mandated

members with three (3) consecutive

X = Attended

MEMBER NAME	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	No meeting April -22	No meeting May 22	6/15/2022	No Meeting July 2022	No Meeting August 2022	9/14/2022
Allen, M.	EXCUSED			X			X			X			EXCUSED			X
Barstow, L.										X			X			X
Bishop, J.	X			X			X			X			EXCUSED			No longer a member
Chandler, R.										EXCUSED			EXCUSED			Excused
Coleman, R.	X			X			X			EXCUSED			X			X
Delcomyn, V.	X			X			EXCUSED			x			X			X
Farris, J.	X			X			X			X			X			Excused
Gammon, K.	X			X			EXCUSED			EXCUSED			EXCUSED			X
Garcia, M.	No longer a member			No longer a member			No longer a member			No longer a member			No longer a member			No longer a member
Graham, B.	EXCUSED			EXCUSED			EXCUSED			EXCUSED			EXCUSED			Excused
Hoffman, E.																X
Holanchock, M.	Not a member			EXCUSED			X			X			X			X
Hill, M.	X			No longer a member			No longer a member			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			No longer a member
Jonihakis, M.	X			X			X			X			X			Excxcused
Kersey Graves, W.	X			EXCUSED			X			X			X			X
Little, T.	X			X			EXCUSED			X			X			X
Matheny, T	X			X			X			X			No longer a member			No longer a member
McElhone, B.	X			EXCUSED			X			EXCUSED			X			X
Montoro, Bianco							EXCUSED			No longer a member			No longer a member			No longer a member
Pearson, N.	No longer a member			No longer a member			No longer a member			No longer a member			No longer a member			No longer a member
Peacock, M.	Not a member			X			EXCUSED			X			X			X
Puckett, C.	EXCUSED			EXCUSED			No longer a member			No longer a member			No longer a member			No longer a member
Simpkins, K.	EXCUSED			No longer a member			No longer a member			No longer a member			No longer a member			No longer a member
Simpson-Gotham, A.	X			X			X			X			X			X
Siragusa, M.	X			X			Excused			EXCUSED			EXCUSED			X
Stallings, J										X			X			X
Tauch, P.	X			X			X			EXCUSED			X			X
Virgo, Cassandra													EXCUSED			Excused
Warnock, Andrew							X			EXCUSED			NO LONGER A MEMBER			NO LONGER A MEMBER
Whitehurst, C.	X			X			X			X			X			X
Williams, R.	X			X			EXCUSED			X			X			X