

**Amendment 0001-23 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 **2023-24** primary services contract as follows:

Item #	Page #	Headings and Text
1	2	1. State Of Florida Requirements
		<p>a) The Contractor agrees its contract will be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the Florida Statutes 1002.81 through 1002.97 and 1002.51 through 1002.79, and Florida Statutes 11.062, 20.052, 39, 112 [including 112.061, 112.313, 112.3135, 112.3143(1)(b)], 119, 215.97, 215.971, 216.181, 216.301, 216.347, 216.401, 230.2303, 273, 282.3031, 286.25, 287.017, 287.057, 287.058, 287.0585, 402.25, 402.319, 409.178, 411.223, 414.045(1), 414.1585(1), 415, 427, 435.04, 445.023, 445.032, 445.017, 946.40, Part A, Title IV of the Social Security Act, 45 CFR Parts 74, 84, 92, 98, 99, and 260-265, and Rules 6A-6.03033, and 65C-20 through 22, and Chapter 60GG-2 (State of Florida Cybersecurity Standards) Florida Administrative Code (F.A.C), as well as Florida DOE’s AUP (Acceptable Use Policy) regarding Records Confidentiality and data security.</p>
2	3	2. Federal Requirements
		<p>i) Contract Work Hours and Safety Standards: When applicable, the Contractor agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 <u>3701 et seq.</u> as supplemented by 29 CFR Part 5).</p> <p>j) Copeland Anti-Kickback and Davis-Bacon Acts: When applicable, the Contractor agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C 276c, and supplemented by 29 C.F.R. Part 3) and the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7 <u>3141 et seq.</u>) regarding labor standards for federally assisted construction sub-agreements.</p>
3	6	II. SCOPE OF SERVICE TASKS - School Readiness Program
		<p>This contract provides School Readiness services to eligible children and families; services necessary to develop and to maintain a safe, cost effective, family friendly system protects at-risk children; and assistance for families to become or remain economically self-sufficient. These services shall be provided to families who reside within Baker, Bradford, Clay, Nassau, Putnam and St.</p>

		<p>Johns Counties, State of Florida, for the time period specified in the contract. The major goals of these services are: to prevent the abuse and neglect of children; to assist families to become or remain economically self-sufficient; and to prepare children to enter school ready to learn. The School Readiness program is also responsible for the quality enhancement /improvement of early learning providers/practitioners. Authority for School Readiness and its related programs are provided in Chapter 1002, part VI, Florida Statutes, Sections, 402.3135, F.S., 402.3145, F.S., 414.1585(1), F.S., 435.04, F.S., 445.023, F.S., 445.032, F.S., 445.017, F.S., Part A, Title IV of The Social Security Act, 45 CRF Parts 74, 92, 98, 99, and 260 – 265, and Rules 6M-4 F.A.C. (School Readiness Program Rules), 6M-9 F.A.C. (Early Learning Coalition Rules), <u>6M-9.120 (Early Learning Coalition Performance Standards and Evaluations)</u>, 65C-20, 21, and 22 F.A.C.</p>
4	7-8	<p>A. ELIGIBILITY AND ENROLLMENT (SR)</p>
		<p>10. Shall negotiate the child care rate for special needs children <u>that require additional care beyond services required by the Americans with Disabilities Act (ADA) using Coalition rate-schedules the Special Needs Rate Request Form as a guideline. Rates negotiated for special needs children shall not exceed twenty percent (20%) above the infant rate, based on provider type and the child's IEP, IEP, 504 Plan, or FSP (Family Support Plan), and observation by Inclusion Specialist modifications are being made. The contractor is responsible for submitting rate documentation to the Coalition when requesting the monthly reimbursement. A team of the contractor's reviewers will determine the appropriateness of the accommodations based on the child's IEP, FSP, or professional validation documentation to determine if the provider qualifies for a special needs rate of ten (10) percent, fifteen (15) percent, or twenty (20) percent, based on the provider's SR daily infant rate. Tiers outlined on the request form will be used to determine the rate of payment. These tiers were created by using B-Piece and the quality indicators in best practices in inclusive early childhood education.</u></p> <p>12. Shall supervise staff performing developmental screenings [in accordance with <u>6M-4.720(2)(e), (f)2., and (3), F.A.C. regarding establishing a an age appropriate screening tool, process with parental consent. notification of results, and coordinating with parents/providers for subsequent screenings]</u> for all children aged six weeks to 60 months who are receiving School Readiness services, within forty five (45) calendar days of program entry. And shall initiate concern specific intervention practices, including referrals, for children with identified concerns or delays, suspected disabilities, or special health care needs as evidenced by screening results, within 30 calendar days of receipt of those results per Rule 6M-4.720(5), F.A.C.. Such screening shall not be a requirement of entry into the SR Program and shall only be given with parental consent in accordance with s. 1002.84(5), F.S. AND shall supervise staff performing developmental screenings for all children aged six weeks to 60 months who are receiving School Readiness services annually. All screening score data are completed in</p>

		<p><u>accordance with FAC 6M-4.720: Staff shall coordinate with parents and providers to complete an initial screening no later than forty-five (45) days after the child's first enrollment in the SR program or subsequent enrollment after termination or withdrawal. Staff coordinates with providers to complete screenings, the provider shall review the electronic notification of each child that must be screened using the SSIS.</u></p> <p>13. <u>Shall ensure providers are notified of ALL required screenings at least 30 days prior to screening due date. Shall maintain ALL records with providers of screening notifications sent before the screening due date, documented attempts to notify the provider of past due screenings, and any corrective actions implemented to address the non-compliance. And shall verify that families have received ALL screening results in writing or in the SSIS within thirty (30) days of the screening due date. Staff shall document all initial screening efforts, including a parent declining or waiving screening. Such screening shall not be a requirement of entry into the SR Program and shall only be given with parental consent. Staff must verify that families have received the screening results. Staff shall verify all screening score data, regardless of who completed the screening, is entered in the SSIS. Staff shall initiate concern-specific intervention practices, including referrals. For each of the SR providers who have agreed in their Statewide School Readiness Provider Contract to conduct screenings for enrolled children, staff shall include documentation of all records of screening notifications sent before the screening due date, documented attempts to notify the provider of past due screenings, and any corrective actions implemented to address the non-compliance.</u></p>
5	9	<p>C. RESOURCE MANAGEMENT (SR)</p>
		<p>Pursuant to the Request for Proposal and the Contractor's signed response, and the fact that this contract is upon a cost-reimbursement method of payment, the CONTRACTOR shall be fiscally responsible pursuant to the following:</p> <p>1. BUDGET SURPLUS/DEFICIT: The Contractor shall serve children with the slot dollars provided under this contract, unless the available School Readiness grant funding would not financially provide for all slots. Regardless of the total amount of funding for slots, the Contractor will ensure no less than 78% of School Readiness grant funds will be used for slot funding. The 78% calculation includes direct services, as defined in the most recent version of the DEL Standard Codes document, and local match. The slot funding should not be expended over the contracted budget amount. The Contractor further agrees reimbursements under this contract shall be up to, and are capped at the total budgeted amount of funding for direct child care slot funding which is \$16,914,462 \$17,510,272, unless written arrangements are made with the Coalition to move additional funds into the slot budget. This funding is inclusive of the annual DEL School Readiness Grant Award including local match funds (when applicable), and is based on availability of funds. If county allocations are</p>

		<p>reduced at the state level, contracts will be amended accordingly. Gold Seal payments are subject to adjustments due to budget constraints. Additionally, the Contractor shall be responsible for actively soliciting and obtaining local match funds for children in School Readiness Programs to be used only for slots.</p>
6	10	D. <u>PROVIDER SERVICES / EDUCATION</u> (SR)
		<p>3. Shall be responsible for negotiating fixed rates with Providers. Rates negotiated by the Provider may not exceed rates paid by the general public, nor shall <u>ensuring rates do not</u> exceed the Coalition's established rate schedules. Payments to Gold Seal providers must follow the guidelines established by the State and DEL, and are subject to adjustments due to budget constraints. And <u>shall be responsible for</u> ensuring differentials are only paid for eligible children who receive completed assessments during the appropriate Assessment Period.</p>
7	13	B. <u>Scope of Services:</u> (CCRR)
		<p>3. To provide technical assistance to existing and potential child care providers including information on initiating new child care services, information to maximize the provider's ability to serve children, financial assistance programs, local zoning and governmental requirements, program and budget development, becoming a licensed provider, information on training and technical assistance opportunities, and information on other assistance as requested.</p> <p>11. To establish written procedures for training CCR&R staff on serving families and providers, monitoring CCR&R program data, completing provider updates and CCR&R customer intakes in the single statewide information system, and providing technical assistance to existing and potential providers in accordance with Rule 6M 9.300(12), F.A.C <u>as requested.</u></p>
8	14-15	C. <u>Methodology</u> (CCRR)
		<p>8. Maintain an up-to-date directory of community services and assist families on crisis calls/situations utilizing 211 where appropriate. Develop and maintain a directory of community resources at a minimum contains parent/consumer education programs, <u>child healthcare resources, child welfare and abuse resources, federal, state, and local</u> financial assistance programs <u>including such as</u> the Temporary Assistance for Needy Families (TANF) program, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special supplemental nutrition program for women, infants, and children (WIC), as well as any organization or service a family may qualify for that will support the</p>

		<p>family's financial independence, assist with developmental concerns and help fill an unmet need.</p> <p>15. New providers and potential pProviders will be sent informational packets to include contractor contact and information literature on child care topics applicable to the provider's situation.</p> <p>16. The CCR&R organization shall provide technical assistance to existing and potential providers, as requested. Technical assistance may include information and resources regarding: 1. Early learning program types and available services; 2. Health and safety requirements; 3. Available training and professional development opportunities; 4. Effective business practices to help providers maximize their ability to serve children and families; and 5. Initiating new child care services, including how to access information regarding zoning and local child care ordinances, program and budget development, becoming a licensed provider, and other resources as needed and appropriate to assist the provider (per DEL 600.01 CHILD CARE RESOURCE AND REFERRAL PROGRAM REQUIREMENTS Pages 6-7).</p>
9	21	VI. METHODOLOGY (SR & VPK)
		<p>12. As a "Qualified Entity," shall register with F.D.L.E. and have all of its employees assigned to work on this contract screened in a manner consistent with Section 943.0542 F. S. <u>And, having staff that meet the definition of "covered individual" as defined in 34 USC 40104, ensure they receive a level 2 background screening. Or, determines that certain employee(s) do not meet the definition of a "covered individual", are not providing child care or child care placement, while having access to confidential information, those staff shall receive the equivalent of a level 1 background screening that requires screening for employment history, statewide criminal correspondence checks through FDLE, a check of the Dru Sjodin National Sex Offender Public Website, and a local criminal records check through local law enforcement agencies.</u></p> <p>13. Shall submit to the Coalition by July 10, October 10, January 10, and April 10 of each contract year a letter of verification listing all personnel assigned to work on this contract and confirming they have:</p> <ol style="list-style-type: none"> passed the level 2 background screening standards as set for in s. 435.04, F.S., <u>or passed the level 1 background screening standards as set forth in s. 435.03, F.S. (accordingly).</u> (including most current screening results date and date employee allocated/assigned to this contract) the highest level of education claimed if required by the position, all applicable professional licenses claimed, if required by the position, applicable employment history, if required by the position, and

		<p>e. the Contractor has all of this documentation of verifications available upon request.</p> <p>14. Shall be sure each employee’s existing <u>level 2</u> background screening:</p> <p>a. is no more than five (5) years old,</p> <p>b. is renewed on or before the anniversary date of the initial background screening check and every five (5) years thereafter, if the individual continues to perform under this contract,</p> <p>c. is redone/renewed if there is a ninety (90) calendar day lapse in employment under this contract, and rescreening must be completed before assigning the employee to any work under this contract.</p> <p>15. Shall require for each employee assigned to this contract to notify the Coalition within 48 hours of being arrested or removed from working on the contract for any criminal offense. The Contractor (and Coalition) shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a Level 2 <u>or level 1</u> screening (<u>accordingly</u>), and if so remove the employee from work on the contract. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day. The Contractor will ensure the employee will not return to work (assigned to this contract) until cleared of all charges that would exclude the employee under a level 2 <u>or level 1</u> background screening (<u>accordingly</u>).</p>
10	22	VII. Method of Payment (SR)
		<p>This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a total dollar amount up to and not to exceed \$20,019,037 \$20,931,318. 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 \$420,500 \$425,500 may be allocated to administrative expenditures. Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.</p> <p>Additional School Readiness-Related Programs and Funding:</p> <p>The following programs’ funding is exclusive of the annual 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.</p> <p>A. The American Rescue Plan Act (A.R.P.A.) The ARPA Stabilization funding’s of \$2,647,878 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,</p>

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.

The ARPA **Discretionary** grant of **\$403,350** funds the Build CLASS Capacity Double Coding Initiative, and the Impact Child Outcomes Expand Access to Curriculum Initiative.

The ARPA **Early Learning Discretionary** Grant Program provides **\$9,617,578** to continue many of the initiatives funded in prior iterations as well as new initiatives which further support investments in high quality early care and education (Professional Training, Workforce/Local initiatives, Outreach, Equipment/Supplies, Curriculum, and Software).

Per Notice of Award no more than 5% of total expenditures shall be expended for administrative activities, for a **total dollar amount of \$53,952,312 \$12,668,806.**

B. ~~Preschool Development Grant Services (P.D.G.)~~

This is a federal grant designed to fund states to conduct a comprehensive statewide birth through five needs assessment followed by in-depth strategic planning to include mental health supports, while enhancing parent choice and expanding the current mixed-delivery system consisting of a wide range of provider types and settings. To the extent possible, Contractor will complete all targets and goals of the plan. Per Notice of Award no more than 5% of total expenditures shall be expended for administrative activities, for a **total dollar amount of \$74,990.**

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

is additional funding to support private early learning/child care providers and contracted school district providers that 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 \$1,279,153.**

C. ~~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 09/01/22 –

		<p>08/31/23) for a total dollar amount up to and not to exceed \$13,000.</p> <p>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 \$75,000.</p> <p>E. School Readiness Program Assessments</p> <p>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.</p>
11	23	Funding Sources
		<p>Funding Sources: General Appropriations Act, Specific Appropriations 84, 86, and 89, provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue, Welfare Transition Trust Fund, <u>Preschool Development Birth to Five Grant</u>, and Federal Grants Trust Fund for the programs described in this agreement.</p>
12	24	Unallowable or Prohibited Expenditures
		<p>The <u>State of Florida Reference Guide for State Expenditures</u>, which includes all grant funds, prohibits, unless expressly provided by law, expenditures from program funds for the following items:</p> <ol style="list-style-type: none"> 1. Congratulatory telegrams. 2. Flowers or telegraphic condolences. 3. Entertaining visiting dignitaries. 4. Refreshments such as coffee and doughnuts. 5. Decorative items (e.g., globes, statues, potted plants, picture frames, desk plaques, etc.). 6. Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited. 7. Purchase or lease of motor vehicles <u>are prohibited, unless expressly provided by law, in accordance with section</u> per section 287.14(3), F.S. 8. Similarly, Attorney General Opinion 78-101 prohibits, unless expressly provided by law, expenditures from program funds for gift cards.
13	24	Allowable Costs

		The Contractor agrees to expend no less than 85% of the proposed 97INT funds on Infant and Toddler initiatives.
14	26	VIII. SAFEGUARDING INFORMATION, DATA, AND REPORTING SYSTEMS
		11. The Contractor shall develop and implement Protocol 11, access control, except in lieu of executing a data security agreement, the Contractor shall complete DEL Memorandum of Understanding and data security agreement <u>or appropriate nondisclosure agreement</u> as provided. The Contractor will maintain the completed data security agreement forms <u>or nondisclosure agreement</u> , and ensure the form is completed within seven (7) calendar days of the first day an employee <u>or individual</u> has access to the data systems.
15	33-34	II. THE COALITION AGREES: (VPK)
		<p>B. Contract Amount & Availability of Funding This is a cost-reimbursement contract. The Coalition shall pay the Contractor for the delivery of service provided in accordance with the terms of this contract for a total dollar amount up to and not to exceed \$16,742,744 \$16,864,874 (less the Coalition's administrative costs portion) which shall be paid by the Coalition for the provision of services as set forth by this contract. Of this amount, no more than 3.6% of the slot total (or 90% of the 4% administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds.</p> <p>Additional Voluntary Prekindergarten-Related Programs and Funding:</p> <p>The following programs' funding is exclusive of the annual DEL Voluntary Prekindergarten Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.</p> <p>A. VPK Coordinated Screening / Progress Monitoring This contract shall be supplemented by an amount not to exceed \$87,905 \$121 for VPK Coordinated Screening / Progress Monitoring services supported by the E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding grant.</p> <p>B. VPK Program Assessments This contract shall be supplemented by an amount not to exceed \$170,665 \$172,163 for VPK Program Assessments.</p> <p>C. \$15 Per Hour VPK Wage Incentive Program This contract shall be supplemented by an amount not to exceed \$2,954,053 \$1,096,690 to administer the \$15 Per Hour VPK</p>

		Wage Incentive Program for the 2022-23 2023-24 VPK program year for all VPK providers that have elected to participate (until August 31, 2023). This program will conclude with the end of the 2022/2023 Summer VPK program. The Contractor shall issue payment to participating providers at the same time it issues regular VPK payments and shall comply with any other provisions detailed in the NOA and/or program guidance.
16	38	B. Program Implementation & Management (VPK)
		<p>14) The Contractor will be responsible for the administration of the program assessment in accordance with 1002.68(2), F.S. and will monitor private provider's <u>and public school's</u> compliance with the coordinated screening and progress monitoring in accordance with 1002.68(1)(a), F.S. <u>and Rule 6M-8.620, FAC.</u></p> <p>16) The Contractor shall assign a staff member to register and serve as the administrator for the VPK Provider Kindergarten Readiness Rate website. The contractor will also approve each private VPK provider's improvement plan to ensure the plan meets the requirements of 6M-8.700 and 6M-8.701 and shall monitor each private VPK provider's improvement plan to ensure the provider has implemented the approved improvement plan.</p>
17	39	b) Eligibility & Enrollment Services (VPK)
		v) <u>100%</u> of parents enrolling their child into the VPK program will be provided with a VPK provider profile (or upon request) so they can make an informed parental choice in placing their child with a Provider. <u>Provider profiles must include, at a minimum, the provider's services, curriculum, instructor credentials, instructor-to-student ratio, and the components of the provider's performance metric based upon the most recent available results.</u>
18	40	D. Definitions (VPK)
		9) SRS— Statewide Reporting System; computer system used to store data regarding children served on a statewide basis; information is updated monthly and can be retrieved through a variety of reports by Coalitions and other authorized/interested parties.
19	41	B) Program / Services Specific Terms (VPK)
		5) Readiness Rates— Measures how well a VPK Provider prepares four-year-olds to be ready for kindergarten based on the Florida Kindergarten Readiness Screener.

20	41-42	V. Method of Payment, A. Payments (VPK)
		<p>This is a cost-reimbursement contract, based on actual child enrollments. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a total dollar amount up to and not to exceed \$16,742,744 \$16,864,874 (less the Coalition's administrative costs portion). Of this amount, no more than 3.6% of the slot total (or 90% of the 4% administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. All remaining dollars will be utilized for VPK slots. All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this contract are to be included in the contract price of each deliverable and will not be otherwise compensated. The Contractor shall submit reimbursement request invoices in accordance with the requirements of sections 215.42 and 215.422, F.S., and F.A.C. rule 69I-40.002 (1). When submitting reimbursement request invoices, the Contractor shall adhere to F.A.C. rule 69I-40.103 (restriction of expenditures), sections 110.1245(3) and (4) (5), and 110.503, F.S. (awards and volunteer recognition), and section 216.345, F.S. (membership dues and licensing fees).</p> <p>Additional Voluntary Prekindergarten-Related Programs and Funding:</p> <p>The following programs' funding is exclusive of the annual DEL Voluntary Prekindergarten Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.</p> <p>1. A. VPK Coordinated Screening / Progress Monitoring This contract shall be supplemented by an amount not to exceed \$87,905 \$121 for VPK Coordinated Screening / Progress Monitoring services supported by the E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding grant.</p> <p>2. B. VPK Program Assessments This contract shall be supplemented by an amount not to exceed \$170,665 \$172,163 for VPK Program Assessments.</p> <p>3. C. \$15 Per Hour VPK Wage Incentive Program This contract shall be supplemented by an amount not to exceed \$2,954,053 \$1,096,690 to administer the \$15 Per Hour VPK Wage Incentive Program for the 2022-23 2023-24 VPK program year for all VPK providers that elect to participate (until August 31, 2023). <u>This program will conclude with the end of the 2022/2023 Summer VPK program.</u> The Contractor shall issue payment to participating providers at the same time it issues regular VPK payments and shall comply with any other provisions detailed in the NOA and/or program guidance.</p>

21	42-43	B. Funding By Category (VPK)
		<p>The Coalition agrees to pay for contracted services in an amount up to and not to exceed \$16,742,744 \$16,864,874 (less the Coalition's administrative costs portion) subject to the availability of funds and provision of limitation of 3.6% of administrative costs earned. The Coalition agrees to reimburse for VPK services, including administrative, enrollment, monitoring, and VPK slots.</p> <p>Additional Voluntary Prekindergarten-Related Programs and Funding:</p> <p>The following programs' funding is exclusive of the annual DEL Voluntary Prekindergarten Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.</p> <p>A. VPK Coordinated Screening / Progress Monitoring This contract shall be supplemented by an amount not to exceed \$87,905 \$121 for VPK Coordinated Screening / Progress Monitoring services supported by the E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding grant.</p> <p>B. VPK Program Assessments This contract shall be supplemented by an amount not to exceed \$170,665 \$172,163 for VPK Program Assessments.</p> <p>C. \$15 Per Hour VPK Wage Incentive Program This contract shall be supplemented by an amount not to exceed \$2,954,053 \$1,096,690 to administer the \$15 Per Hour VPK Wage Incentive Program for the 2022-23 2023-24 VPK program year for all VPK providers that elect to participate (until August 31, 2023). <u>This program will conclude with the end of the 2022/2023 Summer VPK program.</u> The Contractor shall issue payment to participating providers at the same time it issues regular VPK payments and shall comply with any other provisions detailed in the NOA and/or program guidance.</p>
22	48	D. Record Keeping
		<p>The Contractor will cooperate with the Coalition to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify the Coalition in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of the Coalition. <u>The Contractor shall comply with the records retention requirements in Florida. The General Records Schedule GS1-SL for State and Local Government Agencies sets retention requirements for these records.</u></p>

23	49	E. Access to Records (VPK)
		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 <u>Chapter 1002, Part V</u> , F.S., and any personal information contained in those records, are confidential and exempt from section 119.07 (1), F.S., and section 24(a), Article I of the State Constitution.
24	50	H. Reimbursement Request and Close-out Reports
		<p>2. <u>Final Reimbursement Request, Final Financial Statement, and Contract Close-Out Report</u>: Contractor shall submit to the Coalition a final invoice and a Contract Close-Out Report within fifty (50) calendar days after contract termination by August 30, 2024. If the Contractor fails to do so, all right to payment is forfeited and the Coalition may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Coalition.</p> <p>Final Financial Statement (Income Statement/Profit and Loss Statement) for contracted fiscal year, specific to the Early Learning Coalition of North Florida, shall be submitted by the Contractor to the Coalition within fifty (50) calendar days after contract termination by August 30, 2024. The Contract Close-out Report will summarize all reimbursement requests, actual expenses, inventory, and other items pertinent to the close out of this contract with the Coalition.</p>
25	59	CC.Sponsorship and Announcements
		<p>If the Contractor uses funds provided under this contract to publicize, advertise, or describe the programs and services under this contract, such documents and materials shall reflect the Coalition’s logo (or name with Coalition approval) as the predominant logo. The Contractor agrees in accordance with section 286.25, Florida Statutes, it will use the following statement in publicizing, advertising, or describing the sponsorship of early learning projects financed in part or in full with state funds or funds obtained from a state agency. “Sponsorship by the Early Learning Coalition of North Florida, and the State of Florida, Division of Early Learning” – if the sponsorship referenced is in written material, the words “State of Florida, Division of Early Learning shall appear in the same size letters or type as the name of the Coalition. <u>The Contractor is not required to use DEL logos; however, if it chooses to do so, The the contractor will only use the current logos as approved by Division of Early Learning.</u> This section does not apply to Coalition or Contractor logos.</p>

		<p>The Contractor shall update electronic DEL logos used locally in electronic materials to the current DEL-released logo within sixty (60) calendar days of release with the exception of the electronic DEL-related logos embedded in the DEL-approved system software. The Contractor shall notify DEL in writing of any circumstances resulting in a delay in <u>the</u> updated logo implementation.</p> <p>The Contractor agrees, in accordance with Public Law 103-333, section 508, and Public Law 111-117, section 506, <u>and HHS appropriations Acts</u>, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project or program funded in whole or in part with Federal money, the Contractor shall clearly <u>acknowledge federal funding by doing the following</u>; (1) state the percentage of the total cost of the program or project which will be financed with Federal money, (2) <u>and</u> the dollar amount of Federal funds used for the project or program, and (3) the percentage and dollar amount of the total cost of the project or program will be financed by non-governmental sources.</p>
26	64	B. Termination
		<p>8. After receipt of a notice of termination, and except as otherwise specified by the Coalition, the Contractor shall:</p> <ul style="list-style-type: none"> a. Stop work under the agreement on the date of and to the extent specified in the notice. b. Complete performance of the work not terminated by the Coalition. c. Take such action as may be necessary, or as the Coalition may specify, to protect and preserve any property related to the agreement which is in the possession of the Contractor and in which the Coalition has or may acquire an interest. d. Transfer, assign, and make available to the Coalition all property and materials belonging to the Coalition, upon the effective date of termination of the agreement. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance <u>and records retention</u>.
27	66	ATTACHMENT 3 45 CFR Part 93 Appendix A - CERTIFICATION REGARDING LOBBYING
		<p>(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative</p>

		agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, of Lobbying Activities" in accordance with its instructions.
28	80-81	Attachment 9 School Readiness Budget
		(Attached, pages 18-21. Pages 20-21 replace the original contract attachment and is incorporated as part of this amendment.)
29	82	Attachment 10 Voluntary Prekindergarten Budget
		(Attached, page 22 revisions replaces original contract attachment and is incorporated as part of this amendment.)
30	92	ATTACHMENT 15 CONTRACT ASSURANCES AND CERTIFICATIONS
		<p>A. Assurances – Non-Construction Programs</p> <p>B. Certification Regarding Convicted and Discriminatory Vendor List, Section 287.133 Florida Statutes</p> <p>C. Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes</p> <p>D. Facility Accessibility Statement</p> <p>E. Separation of VPK and SR Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part § 98.54 <u>98.56</u></p>
31	96-98	F. Audit Requirements
		<p>B. Monitoring</p> <p>2.3 Related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:</p> <p>2.3.1 May be financial or non-financial.</p> <p>2.3.2 May include actual, potential and <u>or</u> perceived conflicts of interest.</p> <p>C. Audits</p> <p>1. Federally-funded</p> <p>This section is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR § Part 200. A web site that provides links to several Federal Single Audit Act resources can be found at: <u>Federal Single Audit Act Resources</u>.</p> <p>1.1. According to the Subpart F Audits 45 CFR §75.501(a), <u>Audit Requirements</u>, non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part § 75.502 (2 CFR §200.502).</p>

		<p>1.4 If the Contractor expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of 2 CFR § Part 200, then the cost of the audit must be paid from non-federal resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).</p> <p>4.Report submission</p> <p>4.2 Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the Coalition’s Finance Manager and the Division of Early Learning at the following address: Division of Early Learning Financial Management Systems Assurance Section (FMSAS) Email – DEL.questions@del.fldoe.org Website – DEL Share Point site: <i>DEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/ 2022-23 2023-24 FMSAS/Annual Audit Report Files</i></p>
32	99	J. The Transparency Act (as defined in 2 CFR Part 170)
		<p>The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:</p> <p>HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of “the Transparency Act” (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$25,000 <u>\$30,000</u> must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at the USDHHS ACF website.</p> <p>**This assurance may require a separate form to be completed and submitted to the Coalition by August 1 of each contract/fiscal year.</p>
33	100	N. CCDF Salary Cap Annual Testing Requirements
		<p>All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section <u>and all additional requirements listed in current grant agreement, by deadlines specified in grant agreement.</u></p>
34	103	P. Property

		<p>1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The Contractor shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 <i>Equipment</i>, and 45 CFR §75.321 <i>Supplies</i>. The Contractor shall include in all subrecipient contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the Contractor upon contract termination.</p>
35	104	X . Reporting of Matters Related to Recipient Integrity and Performance
		<p>Unless exempt from these requirements per OMB guidance at 2 CFR Appendix XII, Part 200, the Contractor shall maintain current information reported to the System for Award Management (SAM) as described elsewhere in this contract. Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIS) <u>in the Federal Awardee Performance and Integrity Information System (FAPIS) on the Online SAM Registrations & Federal contracting Service usfcr.com</u> and DEL is required to review and consider this and other publicly available information to evaluate/review risk related to the Contractor’s integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), Requirements for pass-through entities.</p>
		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	420,500	559,903	980,403
Non-direct Services	97BBD	318,093		318,093
Systems	97SYS			
Eligibility Determination	97BDE	711,990		711,990
Quality	97Q00, 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)		3,105,075	1,139,993	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		20,019,537	1,139,993	21,159,530
			NOA Total	

Other Direct Services: (~~EL433~~) [CFDA #93.575/Child Care Development Fund (CCDF Discretionary)]

Gold Seal Payments	97GSQ (Fed Awards: CARES-2001FLCCC3, CRRSA-2101FLCCC5-100%, ARPA-2101FLCDC6)	910,326		910,326
Performance Funding	QPIPD, QPICA, QPIPQ, QPICQ (Fed Award ARPA-2101FLCDC6-100%)	862,244		862,244
Special Needs	SPCRQ (Fed Award ARPA-2101FLCDC6-100%)	105,686		105,686

Additional School Readiness-Related Programs and Funding

(Exclusive of DEL School Readiness Grant Award Funding) *(deletions)*

<p>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% (\$2,697,616) for General Administration]</p> <p>ARPA Stabilization Funds \$50,950,723 ARPA Build a World Class Workforce Initiatives 2,598,239 ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPCR) 26,442 ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR) 376,908 Total \$53,952,312</p>	
<p>B. (P.D.G.) Preschool Development Grant (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]</p> <p>Total \$74,990</p>	
<p>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]</p> <p>Phase V and VI Provider Grants \$953,860 CRRSA VPK Closure Days 43,152 CRRSA ELC Program Outreach and Awareness 136,599 CRRSA ELC Workforce Incentives 1,011,076 Total \$2,144,687</p>	
<p>D. Early Learning Florida (through the University of Florida Lastinger Center)</p> <p>Effective dates 09/01/22 – 08/31/23 \$13,000 Total (total dollar amount up to and not to exceed) Effective dates 08/01/22 – 06/30/23 (contract SR101) \$75,000 Total (total dollar amount up to and not to exceed)</p>	
<p>E. School Readiness Program Assessments (EL433) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. G2201FLCCDD – 100% funding</p> <p>Total \$34,672</p>	

**ATTACHMENT 9
SCHOOL READINESS BUDGET (additions)**

State of Florida Notice of Award No. EL434	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	2301FLTANF (21.15%)
93.575 / CCDF Discretionary, ARPA	G2301FLCCDD and 2101FLCDC6 (54.44%)
93.596 / CCDF Mandatory	G2301FLCCDF (4.80%)
93.596 / CCDF Matching and MOE	G2301FLCCDM (19.54%)
93.667 / SSBG	G2301FLS0SR (0.06%)
	Grand Total 100%

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$425,500	\$560,403	\$985,903
Non-direct Services	97BBD	415,170		415,170
Systems	97SYS			
Eligibility Determination	97BDE	731,517		731,517
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	930,538	584,166	1,534,704
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	402,843		427,843
Inclusion	97QIN	128,554		128,554
Resource & Referral	97Q14	366,924		366,924
Total Non-Slots (Non-Direct)		3,421,046	1,114,569	4,565,615
SR Matching Funding		167,352		167,352
Slots		17,342,920	1,000,000	18,342,920
Total Slots (Direct Services)		17,510,272	1,000,000	18,510,272
Grand Totals		\$20,931,318	\$2,144,569	\$23,075,887
				NOA Total

Other Direct Services: (EL434) [CFDA #93.575/Child Care Development Fund (CCDF Discretionary)]

Gold Seal Payments	97GSQ, 97IGS (Fed Awards; CRRSA-2101FLCCC5-11.22%, ARPA-2101FLCDC6-88.78%)	\$1,085,049		\$1,085,049
Performance Funding	QPIPQ, QPICQ (Fed Award ARPA-2101FLCDC6-100%)	\$918,914		\$918,914
Special Needs	SPCRQ (Fed Award ARPA-2101FLCDC6-100%)	\$233,437		\$233,437

Additional School Readiness-Related Programs and Funding

(Exclusive of DEL School Readiness Grant Award Funding) *(additions)*

<p>A. (A.R.P.A.) (EL434)</p> <p>The American Rescue Plan Act – Stabilization Funding CFDA# 93.575/Child Care Development Fund (CCDF) [amount includes up to 5% (\$132,394) for General Administration] <u>Federal Award No. 2101FLCSC6 – 100% funding:</u> ARPA Stabilization Funds ARPA Build a World Class Workforce Initiatives <u>Total</u></p> <p>The American Rescue Plan Act – Discretionary CFDA# 93.575/Child Care Development Fund (CCDF) [amount includes up to 5% (\$20,168) for General Administration] <u>Federal Award No. 2101FLCDC6 – 100% funding:</u> ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC) ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR) <u>Total</u></p> <p>The American Rescue Plan Act - Early Learning Discretionary (ELDG) CFDA# 93.575/Child Care Development Fund (CCDF) [amount includes up to 5% (\$480,879) for General Administration] <u>Federal Award No. 2101FLCDC6 – 100% funding:</u> Professional Training, Workforce/Local initiatives, Outreach, Equipment/Supplies, Curriculum, and Software <u>Total</u></p> <p>Grand Total</p>	<p align="right"><u>\$2,444,564</u></p> <p align="right"><u>203,314</u></p> <p align="right"><u>\$2,647,878</u></p> <p align="right"><u>26,442</u></p> <p align="right"><u>376,908</u></p> <p align="right"><u>\$403,350</u></p> <p align="right"><u>\$9,617,578</u></p> <p align="right"><u>\$12,668,806</u></p>
<p>B. (C.R.R.S.A.) Coronavirus Response and Relief Supplemental Act Funding (EL434) CFDA# 93.575/Child Care Development Fund (CCDF) Federal Award No. <u>2101FLCCC5</u> – 100% funding [amounts include up to 5% (\$63,958) for General Administration]</p> <p>CRRSA ELC Program Outreach and Awareness <u>and Family Supports</u> Total</p>	<p align="right"><u>\$1,279,153</u></p>
<p>C. Early Learning Florida (through the University of Florida Lastinger Center)</p> <p>Effective dates 09/01/22 – 08/31/23 Total (total dollar amount up to and not to exceed)</p>	<p align="right">\$13,000</p>

ATTACHMENT 10
VOLUNTARY PREKINDERGARTEN BUDGET

Episcopal Children's Services and
The Early Learning Coalition of North Florida
VPK Budget

State of Florida Notice of Award No. EL433 EL434 /CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPADM	\$336,297 \$349,466
VPK Enrollment	VPENR	228,250 174,318
VPK Monitoring	VPMON	15,009 60,000
Total ECS Administrative Costs (up to 3.6% of slots earned)		\$579,557 583,784
<i>Coalition Administrative Costs</i> (up to 0.4% of slots earned)		\$64,395 \$64,865
Total Non-Slots (ECS + Coalition) (4% of slots earned)		\$643,952 \$648,649
Direct Services - Slots		\$16,098,792 \$16,216,225
Grand Total		\$16,742,744 \$16,864,874

Additional VPK-Related Programs and Funding
(Exclusive of DEL VPK Grant Award Funding)

<p>A. VPK Coordinated Screening / Progress Monitoring (EL433 EL434) [E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding]</p> <p>CFDA# 84.425D/Elementary and Secondary School Emergency Relief (ESSER) Fund Federal Award No. S425D210052 – 100% funding</p> <p>Total</p>	<p>\$87,905</p> <p>\$121</p>
<p>B. VPK Program Assessment (EL433 EL434)</p> <p>CFSA# 93.575, Federal Award No. G2201FLCCDD G2301FLCCDD – 70.43% 32.02% funding CSFA# 48.108, 29.57% 67.98% funding</p> <p>Total</p>	<p>\$170,665</p> <p>\$172,163</p>
<p>C. \$15 Per Hour VPK Wage Incentive Program (EL433 EL434)</p> <p>CFSA# 93.575, Federal Award No. 2101FLCDC6 – 100% funding (effective dates 07/01/23 – 08/31/23)</p> <p>Total</p>	<p>\$2,954,053</p> <p>\$1,096,690</p>

THIS AMENDMENT shall begin on September 13, 2023, 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 23 page amendment to be executed by their officials thereunto duly authorized.

**EARLY LEARNING COALITION OF
NORTH FLORIDA**

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

NAME _____

NAME _____

TITLE _____

TITLE _____

SIGNED _____

SIGNED _____

DATE _____

DATE _____