**Amendment 0001-24 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 **2024-25** primary services contract as follows:

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| **Item #** | **Page #** | **Headings and Text** |
| **1** | **3-5** | **2.** **Federal Requirements** |
|  |  | c) **Immigration and Nationality Act:** The Contractor agrees unauthorized or undocumented aliens shall not be employed. Employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition. (**Attachment ~~15~~ 14, C**)  g) **Non-Discrimination and Harassment-Free Workplace:** The Contractor shall certify they will not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The Contractor shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Contractor aggress to insert a similar provision in all subcontracts will meet the requirements as set forth in Public Law 105-220, section 188. (**Attachment ~~15~~ 14, A**)  k) **Construction or Renovation of Facilities/Purchase of Buses Using Program Funds:** The Contractor is aware pursuant to 45 C.F.R. part 98.54, CCDF, including matching funds, may not be used for the purchase, lease, or improvement of land, or the purchase, lease construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds, the Coalition shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure providers meet state and local child care standards, including applicable and governing health and safety requirements (s. 1002.89(7), F.S.). Funds may not be used for the purchase or lease of buses or to pay for transportation costs, other than transportation costs designated by special OCA’s in DEL OCA Working Definitions document.  l) The Contractor agrees no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the Contractor, except services may be designated for specific client groups as defined by the Division of Early Learning. The Contractor agrees to maintain reasonable access to handicapped persons. (**Attachment ~~15~~ 14, A and D**)  m) **CFDA (Catalog of Federal Domestic Assistance) notification - CCDBG, CCDF, TANF, and SSBG~~, and PDG~~**: The Contractor shall ensure all its activities under the Contract shall be conducted in conformance with the current provisions and regulations required under the:   1. Child Care Development Block Grant (hereinafter referred to as “CCDBG”), CFDA number 93.575, 2. Child Care and Development Fund (hereinafter referred to as “CCDF”), CFDA number 93.596, 42 USC § 9858 et seq. and section 418 of Title IV-A of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act and subsequent amendments, 42 USC § 618, 3. Temporary Assistance for Needy Families Program (hereinafter referred to as “TANF”), CFDA number 93.558, 42 USC § 601 - 619, 4. Social Services Block Grant (hereinafter referred to as “SSBG”), CFDA number 93.667, 5. ~~ESSA Preschool Development Grants Birth Through Five (hereinafter referred to as “PDG”), CFDA number 93.434,~~ 6. 45 C.F.R. Parts 74, 92, 98 and 99, and 260-265, and 7. Other applicable federal regulations and policies promulgated hereunder.   u) **Certification of Filing and Payment of Federal Taxes:** The Contractor agrees to comply with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523) as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than $5,000,000. (**Attachment ~~14~~ 13)** |
| **2** | **6** | * 1. SCOPE OF SERVICE TASKS - School Readiness Program |
|  |  | This contract provides School Readiness and School Readiness Plus Program 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. |
| **3** | **8-9** | 1. **ELIGIBILITY AND ENROLLMENT** (SR) |
|  |  | 22. Shall supply all data or reports necessary to comply with the following Administration for Children and Families (ACF) reporting requirements for school readiness programs: ACF-800, ACF-801, ACF-696, ACF-400, ~~for the ARPA Stabilization Grants (ACF-901),~~ for any other ACF-funded early learning program or service (including the Early Learning Coalition Annual Report and Quality Progress Report) and data requirements as defined by DEL. |
| **4** | **9** | **B. LOCAL MATCH AND GRANT MANAGEMENT** (SR) |
|  |  | The Contractor:   1. Must receive commitment of local School Readiness matching funds before expending state matching funds and shall document receiving and expending School Readiness Match contributions in the SSIS. 2. Shall determine parent/guardian and child eligibility for School Readiness Match funding. Initial eligibility is limited to low-income working parents whose family income is at or below seventy percent (70%) SMI (state median income) as long as the income does not exceed eighty-five percent (85%) SMI. |
| **5** | **9** | **C. RESOURCE MANAGEMENT** (SR) |
|  |  | 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:   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 **~~$17,720,629~~ $18,453,220**, unless written arrangements are made with the Coalition to move additional funds into the slot budget. This funding is inclusive of the annual DEL School Readiness Grant Award including local match funds (when applicable), and is **based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly. Gold Seal payments are subject to adjustments due to budget constraints.** Additionally, the Contractor shall be responsible for actively soliciting and obtaining local match funds for children in School Readiness Programs to be used only for slots. |
| **6** | **10** | **D. PROVIDER SERVICES / EDUCATION** (SR) |
|  |  | 1. Shall make accurate payments to providers on a timely basis, as set forth in their agreements and in conjunction with the ~~Coalition~~ DEL approved reimbursement rates and Parent Fee Schedule, or will notify them in a timely manner if payments are held up. 2. Shall be responsible for ensuring rates do not exceed ~~the Coalition’s~~ DEL’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 shall be responsible for ensuring differentials are only paid for eligible children who receive completed assessments during the appropriate Assessment Period. 3. Shall update (the parent co-pay section only) ~~and submit~~ of the annual Parent Sliding Fee Scale and submit to the Coalition~~/DEL~~ ~~no later than~~ **~~April 1~~** each contract year. |
| **7** | **13-16** | **C. Methodology:** (CCR&R) |
|  |  | 1. Provide all services, at a minimum, from 8 AM to 5 PM on weekdays excluding Contractor specific holidays per **Attachment ~~8~~** **7** to the Primary Early Learning Services contract.   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 in accordance with Rule 6M-9.300(7)(a)(b)(c), F.A.C., child healthcare resources, child welfare and abuse resources, federal, state, and local financial assistance programs such as the Temporary Assistance for Needy Families (TANF) program, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special supplemental nutrition program for women, infants, and children (WIC), as well as any organization or service a family may qualify for that will support the family’s financial independence, assist with developmental concerns and help fill an unmet need.  12. Provide sufficiently oriented and trained CCR&R Family Specialist and Family Service Coordinators for the provision of quality CCR&R services. All staff must complete Level 1 and Level 2 Evaluations ~~in a timely manner~~ within required timelines. CCR&R Specialists must complete the Level 1 evaluation within four (4) months of employment in the position. CCR&R Coordinators and designated trainers must achieve Coordinator Certification within four (4) months of employment in the position. ~~Contractor must adhere to the DEL CCR&R State Network requirement to send staff to required CCR&R State Network trainings.~~ Designated CCR&R staff shall participate in conference calls, webinar training, regional or statewide training, and conferences as funds permit. If an assigned CCR&R representative cannot participate in a conference call or training, that representative must review minutes from the conference call or training, as applicable. Contractor must submit an annual CCR&R Staffing List by the **last business day of August** and within five (5) business days ~~of staffing changes~~ of a change in the designated CCR&R Coordinator position in accordance with Rule 6M-9.300(10)(c).  18. ~~The Contractor shall document each request for CCR&R services on the CCR&R Family Intake Form available in the SSIS. The Contractor shall pull monthly the Tableau CCR&R Contacts and Case Notes Report (once fully operable by the Division of Early Learning) to monitor customer intakes completed by CCR&R staff.~~ The Contractor shall maintain records associated with CCR&R service delivery, document each request for services in SSIS and monitor customer intakes completed by CCR&R staff and data in accordance with Rule 6M-9.300(6) and (9) F.A.C.   1. Develop an annual “CCR&R Family Engagement and Community Outreach Plan” to be submitted to the Coalition/DEL by **August 31, 2024.** And develop an annual “CCR&R Accessibility Report” to be submitted to the Coalition/DEL by **August 31, 2025.** The reports shall be submitted in the formats designed annually by DEL.   27. Complete quality assurance assessments (QAA) on fifty (50) percent of the CCR&R staff by **December 31** and complete assessments on the remaining fifty (50) percent of CCR&R staff by **June 30**. DEL permits the Contractor to assess more than fifty (50) percent of their staff prior to December 31. The Contractor shall retain QAA completion data for each CCR&R staff member on the staff list in accordance with Rule 6M-9.300~~(11)~~(10)(d), F.A.C. |
| **8** | **17** | **F. Collaboration:** (Quality) |
|  |  | ~~If applicable, t~~The Contractor will administer **DEL’s Early Learning Florida Contract(s)** [in cooperation with The **University of Florida** Board of Trustees, a public body corporate of the State of Florida for the benefit of its **Lastinger Center for Learning** (“University”)] **with the Coalition** which is incorporated by reference as if set forth in its entirety herein except to the extent any terms or conditions as provided for under the Early Learning Florida Contracts conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. The Contractor will perform the  services described within each contract’s defined scope of services. The Contractor will be reimbursed based on the payment schedules and terms and conditions as set forth within each contract. |
| **9** | **20** | **VI. METHODOLOGY** (SR) |
|  |  | 3.Shall submit a quarterly “Staffing Allocation Report” by **July 20, 2024; October 20, 2024; January 20, 2025;** and **April 20, 2025;** and an email notification **within 30 calendar days of changes** in management staff positions funded by the contract, changes in contractor organization, and substantial transfer of duties within existing position descriptions. In addition, the Contractor will notify the Coalition **within five (5) ~~business~~ calendar days** of any change in key personnel positions. Key personnel positions include the C.E.O., Director of Program Operations or the Finance Officer.   1. Shall maintain open offices Monday through Friday, excluding Contractor holidays per **Attachment ~~8~~** **7**, from 8:00 a.m. to 5:00 p.m. in the building in which the office is located. Contractor will notify the Coalition in writing if these conditions change, and alternative hours of service delivery shall be negotiated and approved by the Coalition.   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 or level 1 screening (accordingly), and if so remove the employee from work on the contract. If the 48-hour period falls on a Saturday, Sunday, or state 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 or level 1 background screening (accordingly). |
| **10** | **22-23** | **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 **~~$21,141,675~~ $21,959,147.** 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 **~~$425,500~~**  **$485,783** 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.   1. **The American Rescue Plan Act (A.R.P.A.)**   ~~The ARPA~~ **~~Stabilization~~** ~~funding 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, 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 **~~$890,007~~** **$34,410** 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 $13,155,463.~~**   1. **~~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~~****~~$1,279,153.~~**  **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 Fund, and Welfare Transition Trust Fund~~, Preschool Development Birth to Five Grant, and Federal Grants Trust Fund~~ for the programs described in this agreement.  **Unallowable or Prohibited Expenditures**  The [State of Florida Reference Guide for State Expenditures](http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf), which includes all grant funds, prohibits, unless expressly provided by law or proviso, expenditures from program funds for the following items: Congratulatory telegrams.Flowers and/or telegraphic condolences.Entertaining visiting dignitaries.Refreshments such as coffee and doughnuts.Decorative items (e.g., globes, statues, potted plants, picture frames, desk plaques, etc.).Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited. 7.Purchase or lease of motor vehicles are prohibited, unless expressly  provided by law, in accordance with 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.  Payment of items used generally for the personal convenience of employees, (example: portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots and supplies, and supplemental lighting fixtures, etc.), and which are not apparently necessary in order for the Contractor to carry out its statutory duties must provide justification for the purchase of these items or perquisite approval. State funds cannot be expended to satisfy the personal preference of employees (example: an agency may not purchase more expensive office furniture or equipment than is necessary to perform its official duties because the employee prefers a more expensive item). |
| **11** | **24-25** | VIII. SAFEGUARDING INFORMATION, DATA, AND REPORTING SYSTEMS |
|  |  | The Contractor will:   1. Use and maintain the single statewide information system DEL established for managing the Wait List, tracking children’s progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK Programs, tracking child attendance and streamlining provider administrative processes. Contractor ~~will also establish a~~ shall designate at least one (1) but not more than two (2) system administrators (Coalition User Managers). The system administrator/IT security officer ~~who~~ shall be responsible for implementing the confidentiality provisions and securing the integrity of the data. It is strongly recommended the system administrator and IT security officer be one in the same. Responsibilities include ensuring the appropriate DEL-issued data confidentiality forms are properly executed for both internal and external users of any data system associated with the School Readiness and VPK program. System Administrators (Coalition User Managers) manage coalition user accounts for the Coalition Services Portal. The Contractor shall manage access permissions in accordance with Chapter 60GG-2 - State of Florida Cybersecurity Standards, which includes incorporating the principles of “least privilege” and “Separation of Duties”. In addition, the Contractor will designate at least one staff person as the Wait List system administrator. The Contractor will ensure user accounts are managed at the local level and are held only by current staff members. Only current staff members may hold user accounts. Users may not share accounts. Unused accounts with thirty (30) days of inactivity will be deactivated. 2. Ensure the Contractor’s Information Systems Security policies and procedures will contain criteria and standards ~~as set forth in DEL Policy 5.02, Information Systems Security Program Policy, section III.C.,~~ reflecting at a minimum: ~~4.~~ security training and awareness, ~~10.~~ contingency planning, ~~12.~~ identification and authentication, ~~14.~~ antivirus, ~~16.~~ personnel security, ~~22.~~ mobile computing, ~~25.~~ remote access, ~~30.~~ database security, ~~31.~~ media management, and ~~32.~~ password management. 3. ~~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 or appropriate nondisclosure agreement as provided. The Contractor will maintain the completed data security agreement forms or nondisclosure agreement, and ensure the form is completed within seven (7) calendar days of the first day an employee or individual has access to the data systems.~~   The Contractor shall comply with DEL Program Guidance 101.02 – Records Confidentiality, and 60GG-2 State of Florida Cybersecurity Standards. The Contractor shall ensure each employee or other individual(s) with access to confidential information completes and signs DOE Acceptable Use Policy Form prior to having access to the confidential information, and the Contractor shall retain this form on file.   1. ~~Participate in routine Single Statewide Information System data security reviews to ensure compliance with DEL Policy 5.02. The Contractor may participate in information security related training offered by DEL to satisfy the requirements of Policy 5.02, section III. C., protocol 4. Security Training and Awareness.~~   The Contractor shall ensure that all employees take the Florida Department of Education (FDOE) security awareness training within 30 days of the employees’ start date and ongoing annual training for reinforcement of security practices. |
| **12** | **27** | **Force Majeure:** (SR and VPK) |
|  |  | Neither the Coalition nor the Contractor shall be liable to the other for any delay or failure to perform under the agreement if such delay or failure is neither the fault nor the negligence of the Coalition or the Contractor or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the party’s control, or for any of the foregoing that affects subcontractors or suppliers if there is no available alternate supply source.  However, in the event of delay from any of the foregoing causes, the Coalition or the Contractor shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the Coalition or the Contractor’s performance obligation under the agreement.  If the delay is deemed excusable under this paragraph, the delay will not result in any additional charge or cost to either the Coalition or the Contractor under the agreement. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Coalition and describe the cause of the delay or potential delay in writing within ten (10) calendar days after the cause that creates or will create the delay.  The ~~foregoing~~ preceding three sentences shall be the Contractor’s sole remedy or excuse regarding the delay. The Contractor must provide notice in strict compliance with this section to receive the remedy. |
| **13** | **30-31** | **Attestations/Certifications Required** (in order of location in contract)**:** |
|  |  | * Clean Air and Water Acts **[page 2, item “a)”]** * Equal Employment Opportunity (E.E.O.) **[Page 3, item “d)”]** * Energy Efficiency **[Page 3, item “h)”]** * United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 **[Page 4, item “n)”]** * Trafficking Victims Protection Act of 2000 **[Page 4, item “o)”]** * Certification Regarding Environmental Tobacco Smoke–The Pro-Children Act of 2001 **[Page 4, item “p)”]** * System for Award Management (SAM) **(Page 5, item “s”)** * Certification Regarding Lobbying **(Attachment 3)** * Debarment and Suspension Certification **(Attachment 4)**   Drug Free Workplace Certification **(Attachment 5)**   * Annual Internal Control Certification Form **(Attachment ~~13~~ 12)** * Certification of Filing and Payment of Federal Taxes **(Attachment ~~14~~ 13)** * Assurances – Non-Construction Program (Non-Discrimination, Davis Bacon Act, Environmental Standards Statements) **(Attachment ~~15~~ 14, A)** * Certification Regarding Convicted Vendor List and Discriminatory Vendor List **(Attachment ~~15~~ 14, B)** * Unauthorized Aliens Statement **(Attachment ~~15~~ 14, C)** * Facility Accessibility Evaluation **(Attachment ~~15~~ 14, D)** * Certification Regarding Separation of ~~VPK and SR Program~~ Early Learning Funds **(Attachment ~~15~~ 14, E)** * Audit Requirements **(Attachment ~~15~~ 14, F)** * Certification Regarding Immigration Status (**Attachment ~~15~~ 14, G**) * Certification Regarding Standards of Conduct **(Attachment ~~15~~ 14, H)** * Certification Regarding ACORN **(Attachment ~~15~~ 14, I)** * The Transparency Act **(Attachment ~~15~~ 14, J)** * Scrutinized Companies List **(Attachment ~~15~~ 14, K)** * Certification Regarding Subrecipient Monitoring **(Attachment ~~15~~ 14, L)** * Assurance for Proper Expenditure Reporting **(Attachment ~~15~~ 14, M)** * CCDF Salary Cap Annual Testing Requirements **(Attachment ~~15~~ 14, N)** * Certification regarding Non-profit Organization Status as a Non-major Corporation **(Attachment ~~15~~ 14, O)** * Certification of Cost Allocation Plan or Indirect Cost Rate Proposal **(Attachment ~~15~~ 14, P)** * Procurement of Recovered Materials **(Attachment ~~15~~ 14, Q)**   Assurances - Construction Programs, if applicable **(Attachment ~~15~~ 14, R)**  Other Miscellaneous/General Disclosures **(Attachment ~~15~~ 14, S)**  Conflicts of Interest **(Attachment ~~15~~ 14, T)**  Procurements and other Purchases **(Attachment ~~15~~ 14, U)**  Property **(Attachment ~~15~~ 14, V)**  Purchase of American-Made Equipment and Products **(Attachment ~~15~~ 14, W)**  Reporting of Matters Related to Recipient Integrity and Performance **(Attachment ~~15~~ 14, X)**  Compensation Report Requirements (**Attachment ~~15~~ 14, Y**) |
| **14** | **33** | **II. THE COALITION AGREES:** (VPK) |
|  |  | **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 **~~$16,864,874~~** **$17,403,445** (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%~~ 4.5%** of the slot total (or **90%** of the **~~4%~~ 5%** administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds.  **Additional Voluntary Prekindergarten-Related Programs and Funding:**  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.  **~~A. VPK Coordinated Screening / Progress Monitoring~~**  ~~This contract shall be supplemented by an amount not to exceed~~ **~~$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.~~  **~~B.~~ A. VPK Program Assessments**  This contract shall be supplemented by an amount not to exceed **~~$172,163~~ $180,292** for VPK Program Assessments. |
| **15** | **41** | **V. Method of Payment, A. Payments** (VPK) |
|  |  | 1. This is a cost-reimbursement contract, based on actual child enrollments. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a **total dollar amount** up to and not to exceed **~~$16,864,874~~** **$17,403,445** (less the Coalition‘s administrative costs portion).Of this amount,no more than **~~3.6%~~ 4.5%** of the slot total (or **90%** of the **~~4%~~ 5%** 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)–(5), and 110.503, F.S. (awards and volunteer recognition), and section 216.345, F.S. (membership dues and licensing fees).   **Additional Voluntary Prekindergarten-Related Programs and Funding:**  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.  **~~A. VPK Coordinated Screening / Progress Monitoring~~**  ~~This contract shall be supplemented by an amount not to exceed~~ **~~$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.~~  **~~B.~~ A. VPK Program Assessments**  This contract shall be supplemented by an amount not to exceed **~~$172,163~~ $180,292** for VPK Program Assessments. |
| **16** | **42** | **B. Funding By Category** (VPK) |
|  |  | The Coalition agrees to pay for contracted services in an amount up to and not to exceed **~~$16,864,874~~** **$17,403,445** (less the Coalition‘s administrative costs portion) subject to the availability of funds and provision of limitation of **~~3.6%~~ 4.5%** of administrative costs earned. The Coalition agrees to reimburse for VPK services, including administrative, enrollment, monitoring, and VPK slots.  **Additional Voluntary Prekindergarten-Related Programs and Funding:**  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.  **~~A. VPK Coordinated Screening / Progress Monitoring~~**  ~~This contract shall be supplemented by an amount not to exceed~~ **~~$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.~~  **~~B.~~ A. VPK Program Assessments**  This contract shall be supplemented by an amount not to exceed **~~$172,163~~ $180,292** for VPK Program Assessments. |
| **17** | **45-46** | Order of Precedence |
|  |  | If there is any conflict between the provisions in the agreement and the standards the CCDF State Plan sets forth and federal and state law (in which case, the Coalition may modify the agreement from time to time), resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement ~~prevails~~ shall always prevail. Federal law.State law.The agreement.The CCDF State Plan. |
| **18** | **47-48** | **E.** **Access to Records** |
|  |  | 1. IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:   ~~Division of Early Learning~~  ~~250 Marriott Drive~~  ~~Tallahassee, Florida 32399~~  ~~(850)717-8550~~  [~~PRR@fldoe.org~~](mailto:PRR@del.fldoe.org)  Department of Education  Division of Early Learning  325 West Gaines Street, Suite 522  Tallahassee, FL 32399-0400  (850) 245-0735 or  Public Records Request (fldoe.org) |
| **19** | **52** | **L. Purchasing and Prior Approval** |
|  |  | 1. Prior Approval:   a. The Contractor must submit a Prior Approval Request, using the appropriate prior approval process as outlined in the Florida Department of Education/Division of Early Learning Prior Approval Program Guidance 240.05 and in contract **Attachment ~~11~~** **10**, for any cost item or administrative requirement requiring prior approval referenced in contract **Attachment ~~12~~** **11**.  b. The Contractor will submit the Annual Approval Requests by **June 15th** of each year for the upcoming grant period. The Contractor will submit the Individual Cost Items prior approval requests for items which annual approval is not available.  c. The Contractor must receive Coalition/DEL approval before expending any cost item or administrative requirement requiring prior approval listed in contract **Attachment ~~12~~** **11**. |
| **20** | **53-54** | **O. Intellectual Property, Copyrights, Patent Rights, Royalties, and Rights In Data** |
|  |  | All data the ~~Coalition~~ DEL creates or the Contractor receives from ~~the Coalition~~ DEL, whether electronic or hardcopy, during the duration of this agreement is and shall remain ~~the Coalition’s~~ DEL’s property. The Contractor shall surrender it to ~~the Coalition~~ DEL without delay at no cost to ~~the Coalition~~ DEL upon expiration, termination or cancellation of this agreement (see 45 CFR part 92.36(i)(9)). The following terms and conditions apply to all grants recipients, unless explicitly waived.With respect to all products created by the Contractor pursuant to this agreement, said materials will be and shall remain the property of DEL.To the extent any product constitutes a “work” within the meaning of U.S. copyright laws, 17 United Stated Code Service (USCS) 101, et seq., it shall be a “work for hire.” In the event a court of competent jurisdiction determines a product or material is not a work for hire as a matter of law, the Contractor shall assign and convey to DEL all right, title and interest in the product or material and require its employees and subcontractors to do the same.The Contractor agrees its employees will not assert any ~~ownership of~~ ownership or claim of the product produced pursuant to this agreement. The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure DEL’s rights.Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.The Contractor agrees if it hires any third party to perform any work pursuant to this agreement, the work shall be on a “work for hire” basis and shall not in any way infringe upon DEL’s rightful ownership of the product.The Contractor agrees not to convey any real or asserted rights in the product to a third party.If the Contractor hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the Contractor, the Coalition, and DEL the non-exclusive license to use the product.A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between ~~the Coalition~~ DEL and the Contractor in order to further the use of the products in the educational community.Pursuant to 45 CFR part 92.36(i)(8), the Contractor agrees to the extent applicable under this agreement to comply with the following –Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements”, and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: <http://www.gpo.gov/fdsys/pkg/CFR-2011-title37-vol1/pdf/CFR-2011-title37-vol1-chapIV.pdf>.If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the agreement, or in any way connected with the broad topic of Early Learning programs, the Contractor shall refer the discovery or invention to DEL.Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, ~~the Coalition and~~ DEL will refer it to the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing under or in connection with the performance of the agreement are hereby expressly reserved to the state of Florida.Pursuant to s. 286.021, F.S., and subject to claims of the USDHHS, any and all copyrights accruing under or in connection with the Contractor’s execution of its duties under the agreement, funded by Early Learning Program funds, are hereby reserved to the state of Florida. Pursuant to 45 C.F.R. part 92.34, the USDHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the Contractor or its sub grantees or contractors purchase with such federal funds.  1. Pursuant to federal and state laws, the Contractor will not violate the copyrights of any third party during the performance of the scope of work for this grant award.   The Contractor further warrants that as to each Deliverable produced pursuant to this award, Contractor’s production of the Deliverable(s), and the ~~Coalition’s~~ Division’s use of the Deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102 – 105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants the following:   * 1. As to each work of software or other “information technology”, as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable(s).   2. As to each image and sound recording incorporated into a Deliverable, the Contractor agrees it has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken. |
| **21** | **56** | **T. Public Entity Crimes** |
|  |  | Federal funds may not be disbursed to parties excluded from receiving Federal contracts or financial and nonfinancial assistance and benefits. Prior to execution of contracts or agreements, the Contractor must verify that no party to the agreement is included on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. Contractor staff can register on USDA website – Disqualified List to view up to date information regarding the disqualified list. Current ~~D~~documentation of verification shall be maintained at all times by the Contractor. |
| **22** | **57** | **Z. Incident Reporting** |
|  |  | Known or suspected incidents of fraud, program abuse, or criminal conduct shall be reported to the Coalition immediately and complete the procedure for reporting suspected fraud in Early Learning Programs, per Sections 414.39 and 414.411 F.S., and make every effort to recover any overpayments during or after termination proceedings, if applicable, ~~and~~ as instructed by Florida Division of Early Learning. |
| **23** | **57-58** | **BB. Warrant of Ability to Perform** |
|  |  | Furthermore, the Contractor warrants, to the best of its collective knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition that would in any way prohibit, restrain or diminish the Contractor’s ability to perform under the agreement. The Contractor shall immediately notify Coalition in writing if its ability to perform is compromised for any reason in any manner or if it becomes involved in any litigation during the term of the agreement. |
| **24** | **60** | **HH. Notification of Legal Action** |
|  |  | The Contractor shall notify the Coalition of legal actions taken against it or potential legal actions of which it may become aware, such as lawsuits, related to services provided through this Agreement or that may impact the Contractor’s ability to deliver the contractual services, or adversely impact the Coalition. |
| **25** | **60** | **JJ. Office of Minority Business Enterprise Reporting** |
|  |  | The Coalition is dedicated to ~~supporting, tracking and increasing its small minority business enterprise spending with prime contractors and subcontractors~~ help improve business opportunities for Florida-based woman-, veteran-, and minority-owned small businesses as s. 287.0943, F.S., requires. The Contractor shall submit the [Minority Sub Contractors Utilization Summary](#_EXHIBIT_VII) report quarterly~~, regardless of whether the ELC has spent the funds with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the quarter~~. The Contractor shall submit the expenditures report to the Coalition’s Finance Manager by the **20th calendar day following the end of each quarter** and uploading to the designated place on DEL’s Share Point. |
| **26** | **61** | **KK. Breach of Security/Confidentiality** |
|  |  | For purposes of this agreement, as defined in Chapter 282.0041 (19) F.S., “Security Incident” means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing a specific incident is about to occur.  For purposes of this agreement, “Breach of Security” means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the Contractor does not constitute a breach of security, provided the information is not used for a purpose unrelated to the contract or subject to further unauthorized use. As defined in Chapter ~~282.0041~~ 501.171(1)(a), F.S., “Breach” means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.    The Contractor agrees to comply with s. 501.171, F.S. related to the security of confidential personal information and understands that the Contractor for this purpose will be considered a third party agent as referenced in this statutory section.  The Contractor shall immediately notify the Coalition ~~and DEL’s Inspector General (at~~ [~~Inspector.General@del.fldoe.org~~](mailto:Inspector.General@del.fldoe.org)~~)~~ and the Department’s Information Security Manager (at [~~Information.Security@del.fldoe.org~~](mailto:Information.Security@del.fldoe.org) InfoSecTeam@fldoe.org) in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., the Contractor’s notification shall be made in writing to the Coalition and ~~DEL’s IG~~ the Department’s Security Manager within 24 hours after the Contractor learns of the security incident or breach. |
| **27** | **63** | 1. **Termination** |
|  |  | 1. Termination Due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coalition may terminate this contract upon no less than twenty-four (24) hours’ notice in writing to the Contractor. Said Notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Coalition shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this contract to another program thus creating or causing “lack of funds”. |
| **28** | **71** | **Attachment 6 Sliding Parent Fee Schedule** |
|  |  | (Attached, page 23 revisions replaces original contract attachment and is incorporated as part of this amendment.) |
| **29** | **72-77** | **Attachments 7-A – 7-F (REMOVED/DELETED)**  **Provider Reimbursement Rate Schedules for Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties** |
|  |  | These attachments were deleted as these rates are assigned by DEL as of 07/01/24. Language was added (in **item #10**, above) that the Contactor is required to pay all child care providers the time-of-services DEL established rates. The remaining contract attachment numbers (#8 through #15) were then re-numbered (to #7 through #14). |
| **30** | **78** | **Attachment ~~8~~ 7 Holidays** |
|  |  | (Attached, page 24 revisions replaces original contract attachment and is incorporated as part of this amendment.) |
| **31** | **79-80** | **Attachment ~~9~~ 8 School Readiness Budget** |
|  |  | (Attached, pages 25-26. Pages 27-28 replaces the original contract attachment and is incorporated as part of this amendment.) |
| **32** | **81** | **Attachment ~~10~~ 9 Voluntary Prekindergarten Budget** |
|  |  | (Attached, page 29 revisions replaces original contract attachment and is incorporated as part of this amendment.) |
| **33** | **82-84** | Attachment ~~11~~ 10 Prior Approval Program Guidance |
|  |  | (Attached, pages 30-32 revisions replaces original contract attachment and is incorporated as part of this amendment.) |
| **34** | **85-88** | Attachment ~~12~~ 11 Prior Approval Program Guide (Attachment B) |
|  |  | (Attached, pages 33-36 revisions replaces original contract attachment and is incorporated as part of this amendment.) |
| **35** | **89** | Attachment ~~13~~ 12 Annual Internal Control Certification Form |
|  |  | **(Changed the attachment number ONLY.)** |
| **36** | **90** | Attachment ~~14~~ 13 Filing and Payment of Taxes Certification |
|  |  | **(Changed the attachment number ONLY.)** |
| **37** | **91-105** | Attachment ~~15~~ 14 Contract Assurances and Certifications |
|  |  | **(Changed the attachment numbers, plus any other revisions separately listed below.)** |
| **38** | **93** | **B. Certification Regarding Convicted Vendor List and Discriminatory Vendor List, Section 287.133 Florida Statutes** |
|  |  | The Contractor hereby assures, through the duly appointed authorized representative, that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, no placed on the convicted vendor list, suspended vendor list, or discriminatory vendor list, pursuant to s. 287.134, Florida Statutes, all of which are located at <http://dms.myfloirda.com/business>\_operations/state\_purchasing/vendor\_information/convicted\_suspended\_discriminatory\_complaints\_vendor\_lists/convicted\_vendor\_list.  The Contractor understands and agrees that it is required to inform the Coalition immediately, through the most expeditious means available, upon any change of circumstances regarding this status. |
| **39** | **93-94** | **E. Certification Regarding Separation of Early Learning Funds ~~Voluntary Prekindergarten Education Program and School Readiness Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54~~** |
|  |  | ~~The Voluntary Prekindergarten (VPK) Education Program and the School Readiness Programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds. Records shall adequately identify the source and application of funds by OCA for each program/activity.~~  ~~The Contractor hereby certifies that:~~  ~~All School Readiness (Child Care Development fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue and matching) funds will be expended solely for the operation of the School Readiness Programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds disbursed for the operation of the Voluntary Prekindergarten Education Program~~~~shall be used solely in the operation of the Voluntary Prekindergarten Education Program~~~~and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.~~  Pursuant to ss. 1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 C.F.R. part 98.56, the VPK and SR Programs are independent programs with separate state and federal funding. All Contractor expenditures made, and fiscal records maintained shall reflect funds expenditure separation and such funds shall be distinctive and clearly identifiable in all fiscal records the Contractor maintains. The Contractor hereby certifies it will expend all:   1. SR (Child Care and Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program. 2. State general revenue funds awarded solely for operating the SR Plus Program. 3. State general revenue funds awarded solely for operating the VPK Program. |
| **40** | **94-98** | **F. Audit Requirements** |
|  |  | **2.State-funded**   * 1. The Office’s Notice of Award indicates ~~State resources~~ funding provided by the Florida Legislature to implement early learning and education programs awarded through the Office/ELC by this agreement. In determining the State awards expended in its fiscal year, the Contractor shall consider all sources of State awards, including State resources received from the Office/ELC.   2. In the event the Contractor expends $750,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted accordance with the [Florida Single Audit Act](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0215/Sections/0215.97.html); Florida Single Audit Act; Chapter 69I-5, F.A.C.; [Chapter 10.550](http://www.myflorida.com/audgen/pages/pdf_files/10_550.pdf) (local governmental entities) ~~or Rule 61H1-20.0093~~, F.A.C., [Chapter 10.650](http://www.myflorida.com/audgen/pages/pdf_files/10_650.pdf) (nonprofit and for-profit organizations), Rules of the Auditor General.   3. ~~Find~~ ~~a~~Additional information regarding the Florida Single Audit Act is available at the [~~Florida DFS website State Single Audit resources~~](https://apps.fldfs.com/fsaa/) DFS website located at <https://apps.fldfs.com/fsaa/>.   **4.Report Submission**   * 1. 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~~ using the following SharePoint path:   ~~Division of Early Learning~~  ~~Financial Management Systems Assurance Section (FMSAS)~~  ~~Email –~~ [*~~DEL.questions@del.fldoe.org~~*](mailto:DEL.questions@del.fldoe.org)  ~~Website – DEL Share Point site:~~  *~~DEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/‌ 2023-24 FMSAS/Annual Audit Report Files~~*  *SharePoint>Coalition>Document Exchange>FMSAS Document Exchange>FY FMSAS>Annual Audit Files Zone>* |
| **41** | **98** | **J. The Transparency Act (as defined in 2 CFR Part 170)** |
|  |  | The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:  HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of “the Transparency Act” (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over $30,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at [the HHS ACF website](http://www.acf.hhs.gov/grants/award-term-for-federal-financial-accountability-and-transparency).  \*\*This assurance **may** require a **separate form** to be completed and submitted to the Coalition by August 1 of each contract/fiscal year. All sub-grantees shall comply with the requirements outlined in this section and all additional requirements listed in current DEL grant agreement. |
| **42** | **102** | **U. Procurements and other Purchases** |
|  |  | The Contractor must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the Contractor is not required to competitively procure direct service providers for the SR or VPK Education Programs. The Contractor must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.32~~6~~ 7 , and/or Chapter 287, F.S., whichever is more restrictive. |
| **43** | **103-104** | **Y. Compensation Report Requirements** |
|  |  | 1. ~~In compliance with the Florida Governor’s Executive Order Number 20-44, DEL is responsible for obtaining detailed information about annual compensation and related benefits provided to executive leadership teams for all DEL subrecipients. Each ELC/entity shall submit the following forms/data items:~~     1. ~~Completed Annual Form 990, Return of Organization Exempt from Income Tax. Complete this form and all related attachments using instructions provided by the Department of the Treasury, Internal Revenue Service (IRS).~~    2. ~~Submit notice to DEL for any changes in total executive compensation, including executive director/Chief Executive Officer (CEO) and their direct reports, between annual compensation reports.~~        1. ~~DEL’s annual compensation reports are described in the prior section,~~ *~~CCDF Salary Cap annual testing requirements~~*~~.~~       2. ~~ELCs/Sub-recipients shall submit supplemental reporting for compensation changes in the DEL-prescribed template.~~           1. ~~Each ELC/entity shall submit any changes in total executive compensation~~ **~~within 14 calendar days of the change(s)~~***~~(Supplemental Executive Compensation Report.)~~*          2. ~~Submit the compensation change(s) by employee name, position, current compensation amount (converted into an hourly pay rate), new compensation amount (converted to an hourly pay rate) and indicate the amount and percent of compensation from all sources, including state and federal allocations.~~          3. ~~Bonuses, incentive payments and annual pay increases are all compensation increases that shall be reported to DEL.~~ 2. ~~DEL’s tasks for compensation analysis also require periodic inquiries about and related instructions for allowable compensation activities. Total compensation for any executive leadership team member may include one or more of the following categories if authorized by DEL. Related DEL instructions for each of these categories are included here.~~     1. **~~Salary.~~** ~~Employee salary is a fixed regular payment, typically paid on a monthly or biweekly basis but often expressed as an annual sum, made by an employer to an employee.~~    2. **~~Bonuses/Incentive Payments.~~** ~~Bonuses or incentive payments are a type of compensation an employer gives to an employee that complements their base pay or salary.~~        1. ~~Employee signing and/or retention bonuses are not authorized by DEL as allowable program costs.~~       2. ~~Employee bonuses or other incentive payments shall be reported to DEL as described above in section 1.2.~~    3. **~~Cashed-in/cashed-out leave.~~** ~~The practice of converting a portion of an employee’s accrued paid time off (PTO) hours (earned following an entity’s established/standard policies) into cash compensation that is paid to an employee.~~        1. ~~DEL only authorizes/allows an entity’s accrued sick leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer’s standard HR/employee policy manual.~~       2. ~~DEL only authorizes/allows an entity’s accrued vacation leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer’s standard HR/employee policy manual.~~    4. **~~Cash equivalents.~~** ~~Cash equivalents are short-term investment securities with assets. This type of compensation is not applicable to or authorized by DEL.~~    5. **~~Severance payments.~~** ~~Severance pay is any compensation and/or benefits (beyond those included in/described by the employer’s standard HR/employee policy manual) offered to an employee after their employment is over or stops. Since these payments are not required by federal and/or state laws, this type of compensation is not authorized by DEL from grant, grant program income, or matching funds.~~    6. **~~Deferred compensation/retirement benefits.~~** ~~Deferred compensation is an arrangement in which a portion of an employee’s earned income is paid out at a later date after which the income was earned. This type of compensation is allowable, if authorized and included in/described by the employer’s standard HR/employee policy manual.~~    7. **~~Real property “gifts”.~~** ~~The following federal/state citations apply for this category of activity.~~       1. ~~Federal guidance from 2 CFR 200.434,~~ *~~Contributions and donations~~*~~, instructs that the cost of contributions and donations, including cash, property, and services from the non-federal entity to other entities (including individuals) is unallowable.~~       2. ~~Federal guidance from 2 CFR 200.445,~~ *~~Goods or services for personal use~~*~~, instructs use of federal funds for the personal benefit of the non-Federal entity’s employees is unallowable.~~       3. ~~The State of Florida Attorney General Opinion #78-01 requires expressed or implied legal authority to expend federal and/or state funds. DEL does not have the ability to authorize this type of activity.~~   **~~2.8 Other payout(s).~~** ~~No other types of compensation are authorized by DEL~~.  In accordance with Executive Order 20-44, each grantee meeting the following criteria shall provide to the department an annual report in the format required by the department: 1) all entities named in statute with which the agency must form a sole source, public private Agreement and 2) all entities that, through contract or other Agreement with the State, annually receive fifty percent (50%)or more of their budget from the State or from a combination of State and Federal funds This report shall detail the total compensation for the entities’ executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt from Income Tax, Form 990, if applicable, or shall indicate that the grantee is not required to file such Form 990.  This report shall be emailed to: [ExOrder20-44@fldoe.org](mailto:ExOrder20-44@fldoe.org) and uploaded to SharePoint/Coalitions Zone/*ELC Name*/FMSAS Document Exchange Current Year FMSAS/*Current Year* Compensation Reporting by March 1 of each year and when there is any change to executive staff compensation. Executive Order 20-44 may be obtained via this link: <https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf> |
|  |  | **END OF AMENDMENTS** |

**ATTACHMENT 6**

**SLIDING PARENT FEE SCHEDULE**



**ATTACHMENT ~~8~~ 7**

**HOLIDAY SCHEDULE**

## Independence Day

**Labor Day (first Monday in September)**

**Veteran’s Day (November 11)**

**Thanksgiving Day (fourth Thursday in November)**

**Friday after Thanksgiving Day**

**~~Christmas Eve~~**

**Christmas Day**

**New Year’s Day**

**Martin Luther King Jr. Day (third Monday in January)**

**Memorial Day (last Monday in May)**

The Contractor may, at its discretion, observe up to three (3) additional holidays or office closures for a total of no more than twelve (12) paid holidays/closures per calendar year.

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**ATTACHMENT ~~9~~ 8**

**SCHOOL READINESS BUDGET** *(deletions)*

|  |  |
| --- | --- |
| **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 (54.47%)~~ |
| 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 | | ~~970,538~~ | | ~~544,166~~ | | ~~1,534,704~~ |
| Infant & Toddler Services | 97INT, 97ICR, 97IAS, 97ICS | | ~~402,843~~ | |  | | ~~402,843~~ |
| 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 | | | ~~17,553,277~~ | |  | | ~~17,553,277~~ |
| **Total Slots (Direct Services)** | | | **~~17,720,629~~** | |  | | **~~17,720,629~~** |
| **Grand Totals** | | | **~~$21,141,675~~** | | **~~$1,114,569~~** | | **~~$22,286,244~~** |
|  |  |  | |  | |  | **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) *(deletions)*

|  |  |
| --- | --- |
| 1. **(A.R.P.A.)** ~~(EL434)~~   **~~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]~~  ~~Federal Award No. 2101FLCSC6 – 100% funding:~~  ~~ARPA Stabilization Funds~~  ~~ARPA Build a World Class Workforce Initiatives~~  ~~Total~~  **The American Rescue Plan Act – Discretionary**  CFDA# 93.575/Child Care Development Fund (CCDF)  [amount includes up to **5%** (**~~$44,500~~**) for General Administration]  Federal Award No. 2101FLCDC6 – 100% funding:  ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC)  ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR)  Total  **~~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]~~  ~~Federal Award No. 2101FLCDC6 – 100% funding:~~  ~~Professional Training, Workforce/Local initiatives, Outreach, Equipment/Supplies, Curriculum, and Software~~  ~~Total~~  **~~Grand Total~~** | ~~$2,444,564~~  ~~203,314~~  ~~$2,647,878~~  ~~26,442~~  ~~863,565~~  ~~$890,007~~  ~~$9,617,578~~  **~~$13,155,463~~** |
| **~~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. 2101FLCCC5 – 100% funding~~  ~~[amounts include up to~~ **~~5%~~** ~~(~~**~~$63,958~~**~~) for General Administration]~~  ~~CRRSA ELC Program Outreach and Awareness and Family Supports~~  **~~Total~~** | **~~$1,279,153~~** |

**ATTACHMENT ~~9~~ 8**

**SCHOOL READINESS BUDGET** *(additions)*

|  |  |
| --- | --- |
| **State of Florida Notice of Award No. EL435** | |
| **CFDA# / Name** | **Federal Award #** |
| 93.558 / TANF and MOE | 2401FLTANF (19.28%) |
| 93.575 / CCDF Discretionary, ARPA | G2401FLCCDD (57.08%) |
| 93.596 / CCDF Mandatory | G2401FLCCDF (4.37%) |
| 93.596 / CCDF Matching and MOE | G2401FLCCDM (19.20%) |
| 93.667 / SSBG | 2401FLS0SR (0.05%) |
|  | Grand Total 100% |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Description** | **OCA** | | **ECS**  **Dollar**  **Amounts** | | **Coalition**  **Dollar**  **Amounts** | | **Total ECS and ELC** |
| General Administration | 97BBA, 97FIR, 97LCA | | $485,783 | | $560,403 | | $1,046,186 |
| Non-direct Services | 97BBD | | 503,272 | |  | | 503,272 |
| Systems | 97SYS | |  | |  | |  |
| Eligibility Determination | 97BDE | | 698,236 | |  | | 698,236 |
| Quality | 97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT | | 815,445 | | 580,088 | | 1,395,533 |
| Infant & Toddler Services | 97INT, 97ICR, 97IAS, 97ICS | | 468,621 | |  | | 468,621 |
| Inclusion | 97QIN | | 163,943 | |  | | 163,943 |
| Resource & Referral | 97Q14 | | 370,627 | |  | | 370,627 |
| **Total Non-Slots  (Non-Direct)** | | | **3,505,927** | | **1,140,491** | | **4,646,418** |
| SR Matching Funding | | | 191,498 | |  | | 191,498 |
| Slots | | | 18,261,722 | |  | | 18,261,722 |
| **Total Slots (Direct Services)** | | | **18,453,220** | |  | | **18,453,220** |
| **Grand Totals** | | | **$21,959,147** | | **$1,140,491** | | **$23,099,638** |
|  |  |  | |  | |  | **NOA Total** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Gold Seal Payments | 97GSQ, 97IGS (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 92.51%, CCDF Dis. ARPA Fed Award #2101FLCDC6 7.49% = 100%) | $1,117,355 |  | $1,117,355 |
|
| Performance Funding | QPIPQ, QPICQ (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 100%) | $860,979 |  | $860,979 |
| Special Needs | SPCRQ (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 100%) | $132,869 |  | $132,869 |

**Other Direct Services:** (EL435) [CFDA #93.575/Child Care Development Fund (CCDF Discretionary)]

**Additional School Readiness-Related Programs and Funding**

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

|  |  |
| --- | --- |
| 1. **(A.R.P.A.)** (EL435)   **The American Rescue Plan Act – Discretionary**  CFDA# 93.575/Child Care Development Fund (CCDF)  [amount includes up to **5%** (**$1,721**) for General Administration]  Federal Award No. 2101FLCDC6 – 100% funding:  Admin  ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC) AND  ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR)  Total | $1,721  $32,689  **$34,410** |
| **B. Early Learning Contract** (through the University of Florida Lastinger Center)  Effective dates 07/01/24 – 06/30/25  **Total** (total dollar amountup to and not to exceed) | **$10,000** |

**ATTACHMENT ~~10~~ 9**

**VOLUNTARY PREKINDERGARTEN BUDGET**

|  |  |  |
| --- | --- | --- |
| **Episcopal Children's Services and** | | |
| **The Early Learning Coalition of North Florida** | | |
| **VPK Budget** | | |
| **State of Florida Notice of Award No. ~~EL434~~ EL435/CFSA#48.108 (100%)** | | |
| **Description** | **OCA** | **Amount** |
| VPK Administration | VPADM | **~~$349,466~~ $492,901** |
| VPK Enrollment | VPENR | **~~174,318~~ 192,961** |
| VPK Monitoring | VPMON | **60,000** |
| **Total ECS Administrative Costs**  (up to ~~3.6%~~ 4.5% of slots earned) |  | **~~583,784~~ 745,862** |
| *Coalition Administrative Costs*  *(up to ~~0.4%~~ 0.5% of slots earned)* |  | ***~~$64,865~~ $82,874*** |
| **Total Non-Slots** (ECS + Coalition)  (~~4%~~ 5% of slots earned) |  | **~~$648,649~~ $828,735** |
| Direct Services - Slots |  | **~~$16,216,225~~ $16,574,710** |
| **Grand Total** |  | **~~$16,864,874~~ $17,403,445** |

**Additional VPK-Related Programs and Funding**

(Exclusive of DEL VPK Grant Award Funding)

|  |  |
| --- | --- |
| 1. **~~VPK Coordinated Screening / Progress Monitoring~~**  ~~(EL434)~~   ~~[E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding]~~  ~~CFDA# 84.425D/Elementary and Secondary School Emergency Relief (ESSER) Fund~~  ~~Federal Award No. S425D210052 – 100% funding~~  **~~Total~~** | **~~$121~~** |
| 1. **A. VPK Program Assessment** (~~EL434~~ EL435)   CFSA# 93.575, Federal Award No. ~~G2301FLCCDD~~ G2401FLCCDD – ~~32.02%~~ 69.96% funding  CSFA# 48.108, ~~67.98%~~ 30.04% funding  **Total** | **~~$172,163~~**  **$180,292** |

ATTACHMENT ~~11~~ 10

Prior Approval Program Guidance

Florida Department of Education Division of Early Learning

Program Guidance 240.05

Prior Approval

# OF INTEREST TO

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

**AUTHORITY**

[2 CFR §200](https://ecfr.io/Title-02/cfr200_main) – Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[45 CFR §75](https://ecfr.io/Title-45/pt45.1.75) – U.S. Department of Health and Human Services (USDHHS), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

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

**BACKGROUND**

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

Per [45 CFR 75.407,](https://www.govregs.com/regulations/title45_chapterA_part75_subpartE_subjgrp35_section75.407) under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to ~~be determined~~ determine. In order to avoid subsequent disallowance or dispute based on unreasonableness or non-allocability, coalitions and other direct subrecipients may seek the prior written approval from DEL in advance of the incurrence of special or unusual costs. Prior written approval should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability as described under certain circumstances within of [2 CFR §200.407](https://www.govregs.com/regulations/expand/title2_chapterII_part200_subpartE_subjgrp40_section200.407) and parts of 45 CFR §75.407.

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

# DEFINITIONS

**Prior Written Approval**

Written approval by an “authorized official” evidencing prior consent before a recipient undertakes certain activities or incurs specific costs ([45 CFR §75.2](https://www.govinfo.gov/app/details/CFR-1996-title45-vol1/CFR-1996-title45-vol1-sec75-2)).

# Authorized Official

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

# INSTRUCTIONS

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

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

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

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

**DEL DISPOSITION**

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

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

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

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

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

**Please note**: Costs submitted for prior approval remain subject to applicable federal/state grant

program laws, rules, regulations and guidance regarding allowability. Prior approval does not limit DEL's ability to assess potential questioned or disallowed costs if a transaction receives prior approval but is later found to be prohibited.

# EFFECTIVE DATE

Issuance of this guidance represents approval by DEL management of the indicated procedures and related administrative forms. These procedures will be effective as of the date of this guidance. Revised June 30, 2017; effective date July 1, 2017. Revised and reissued July 1, 2019. Revised and reissued July 1, 2021. Revised and reissued July 1, 2023.

# ATTACHMENTS

Attachment ~~I~~ A - How to Submit a Prior Approval Request

Attachment ~~II~~ B - Prior Approval Reference Guide

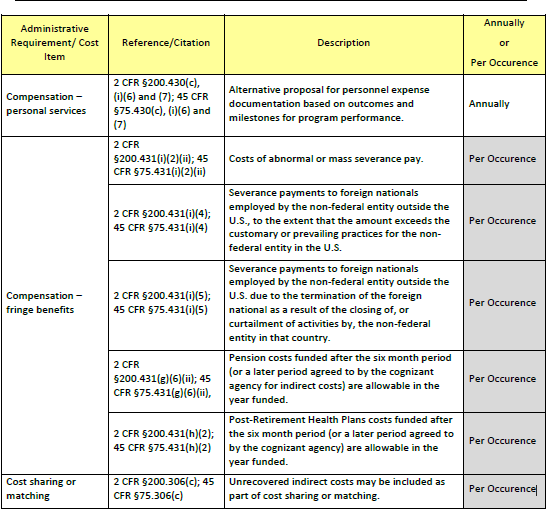
~~Please direct questions and comments to the Division of Early Learning at~~ If you have questions, contact [DEL.questions@del.fldoe.org](mailto:DEL.questions@del.fldoe.org)

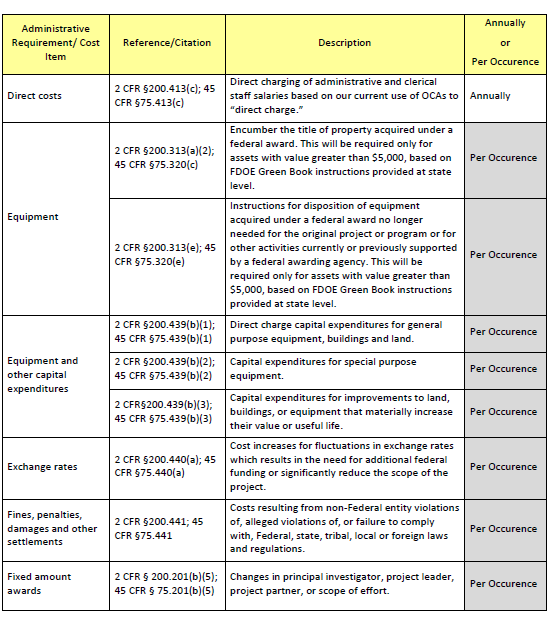
ATTACHMENT ~~12~~ 11

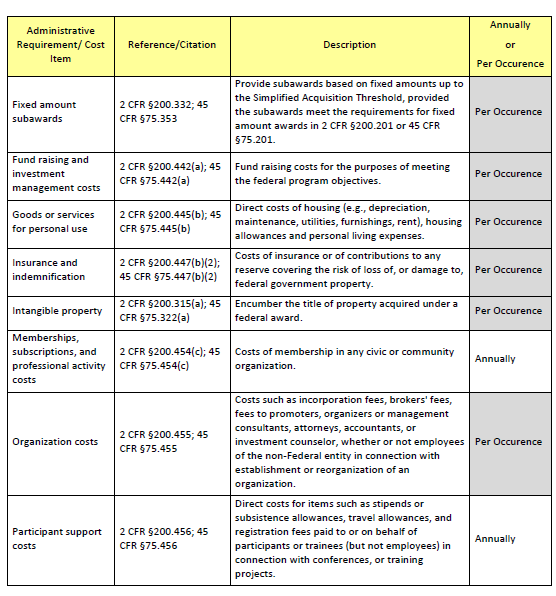
**Prior Approval Reference Guide**

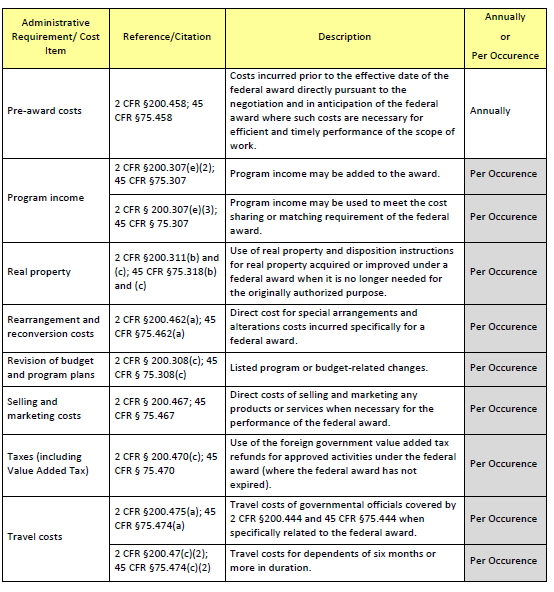
Program Guidance 240.05 (Attachment ~~II~~ B)

Prior Approval Reference Guide









THIS AMENDMENT shall begin on September 11, 2024, 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 37 page amendment to be executed by their officials thereunto duly authorized.

**EARLY LEARNING COALITION OF EPISCOPAL CHILDREN’S SERVICES,**

**NORTH FLORIDA INC.**

**NAME NAME**

**TITLE TITLE**

**SIGNED SIGNED**

**DATE DATE**