

REQUESTED COMMISSION ACTION:

X Consent           Ordinance      X Resolution           Consideration           Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC. TO PROVIDE LOW INCOME FAMILIES WITH EARLY EDUCATION AND CARE; PROVIDING AN EFFECTIVE DATE. (Total Cost: \$31,000)

Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with the Broward Regional Health Planning Council, Inc. will be in effect during fiscal year 2016 to provide financial and programmatic accountability for expenditure of City funds.

The Broward Regional Health Planning Council, Inc. will provide low income families with early education and care. It is anticipated that 1,646 Pompano Beach residents will be served.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager Ext. 4049
- (3) Expiration of contract, if applicable: September 30, 2016
- (4) Fiscal impact and source of funding: Funds budgeted in Account No. 001-9910-599.82-45  
(With the Attached Budget Adjustment)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget	<u>10/19/2015</u>	<u>Approve</u>	<u>Demanda for Ernesto Reyes</u>
City Attorney	<u>10/16/15</u>	<u>Approval</u>	<u>S. Subble</u>
Finance	<u>10/16/15</u>		

[Signature]  
x City Manager

[Signature]  
Ernesto W. Beard

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading <u>                    </u>	1st Reading <u>                    </u>	Results: <u>                    </u>	Results: <u>                    </u>
2nd Reading <u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC. TO PROVIDE LOW INCOME FAMILIES WITH EARLY EDUCATION AND CARE; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Miscellaneous Appropriations Agreement between the City of Pompano Beach and Broward Regional Health Planning Council, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Broward Regional Health Planning Council, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN THE  
CITY OF POMPANO BEACH  
AND  
**Broward Regional Health Planning Council, Inc.**

THIS AGREEMENT made and entered into in duplicate on this \_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

**Broward Regional Health Planning Council, Inc.** a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **200 Oakwood Lane, Suite 100, Hollywood, FL 33020-1929** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2015-16 (October 1<sup>st</sup> through September 30<sup>th</sup>), the sum of **\$31,000** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
  - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
  - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
  - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
  - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
  - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
  - 2) Producing all documents required by the Internal Auditor; and
  - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United State and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
  - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2015, and shall terminate on the 30th day of September 2016, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$31,000** for the program or activity. City of Pompano Beach funds will be provided upon a quarterly **reimbursement** basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2015 through September 30, 2016 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2016, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
  - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

By: \_\_\_\_\_  
Dennis W. Beach, City Manager

Attest:

(SEAL)

\_\_\_\_\_  
Asceleta Hammond, CMC  
City Clerk

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by DENNIS W. BEACH, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
by ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida corporation,  
on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"RECIPIENT":**

Witnesses:

*[Handwritten signature]*

Broward Regional Health Planning Council, Inc.  
Organization

By:

*[Handwritten signature]*

Michael De Lucca

Typed or Printed Name

Title: President and CEO

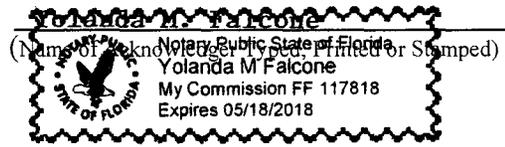
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of September, 2015  
by Michael De Lucca as President and CEO of  
Broward Regional Health, a Florida corporation. He/she is personally known to me or who has  
produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

*[Handwritten signature]*  
(Signature of Notary Taking Acknowledgment)



\_\_\_\_\_  
Commission Number



**ADDENDUM “1”**

**10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes X No**

**10a. If yes, what is the ratio of this other funding to the City’s recommended funding?** Less than 1%. The combined total local match from all of Broward County municipalities and County Government represents 6% of the total funding received.

**11. Does your organization receive support from the County or other cities? Yes X No**

**11a. If yes, please list the amount(s) and source(s).**  
 To date, match funding has been confirmed with the following entities:  
 Broward County Government, \$1.4 million  
 Children’s Services Council, \$134,899  
 United Way of Broward County, \$425,000  
 Fort Lauderdale, Lighthouse Point, Lauderdale by the Sea and City of Margate

**12. What percentage of your organization’s budget is direct delivery of service as opposed to “overhead”?** 2.4% for child care services funding.

**13. PERFORMANCE MEASURES**

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	<b>Most Recently Completed Year 2014</b>	<b>Current Year Estimated 2015</b>	<b>Next Year Proposed 2016</b>
Total Persons Served	N/A	24,268	24,268*
Number of Pompano Beach residents served	N/A	1,646	1,646*

\*Improving opportunities for additional families to register for child care.

ADDENDUM "1"

14. Agency Budget Information: *Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.*

		Last Year Adopted 2015	Current Year Proposed 2016
<b>Resource Available:</b>			
City of Pompano Beach		\$0	\$31,000
Federal Funding		\$1,294,853	\$1,770,981
State Funding		\$5,414,698	\$92,453,259
Other Local Government Funding		\$7,019,887	\$13,236,239
Foundation Grants		\$908,907	\$904,868
User Fees		\$0	\$0
Other Revenue Sources		\$759,569	\$1,563,990
<b>Total Resources Available</b>		<b>\$15,397,914</b>	<b>\$109,960,337</b>

<b>Resource Allocated:</b>			
Salaries		\$4,166,035	\$10,091,871
Benefits		\$1,211,818	\$2,926,643
Supplies		\$210,344	\$430,650
Contractual Services		\$2,672,072	\$4,215,208
Capital Outlay [Equipment]		\$46,112	\$426,062
Other		\$7,091,533	\$91,869,903
<b>Total Resources Allocated</b>		<b>\$15,397,914</b>	<b>\$109,960,337</b>

- *Please provide line item detail for expenses over \$10,000*

# *State of Florida*

## *Department of State*

I certify from the records of this office that BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC. is a corporation organized under the laws of the State of Florida, filed on October 6, 1982.

The document number of this corporation is 765309.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 12, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twelveth day of January, 2015*



*Ken Detjmer*  
*Secretary of State*

Authentication ID: CC1314737144

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



CINCINNATI OH 45999-0038

In reply refer to: 0248219434  
May 01, 2015 LTR 4168C 0  
59-2274772 000000 00  
00020794  
BODC: TE

BROWARD REGIONAL HEALTH PLANNING  
COUNCIL INC  
200 OAKWOOD LANE SUITE 100  
HOLLYWOOD FL 33020-1929



011837

Employer Identification Number: 59-2274772  
Person to Contact: Ms. Benson  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 22, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1983.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

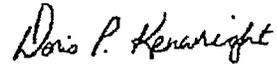
Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248219434  
May 01, 2015 LTR 4168C 0  
59-2274772 000000 00  
00020795

BROWARD REGIONAL HEALTH PLANNING  
COUNCIL INC  
200 OAKWOOD LANE SUITE 100  
HOLLYWOOD FL 33020-1929

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,



Doris Kenwright, Operation Mgr.  
Accounts Management Operations 1

# Exhibit "A"

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**  
**CONTRACT # BRHPC-EDAP-17-ELC2**  
**Broward Regional Health Planning Council, Inc.**  
**Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care**  
**Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care**  
**Programs**  
**FISCAL YEAR: JULY 1, 2015- JUNE 30, 2017**

THIS CONTRACT is between the Early Learning Coalition of Broward County, Inc., hereinafter referred to as the "COALITION," and Broward Regional Health Planning Council, Inc., hereinafter referred to as the "CONTRACTOR. The COALITION and CONTRACTOR are referred to collectively as the "Parties."

**A. Description**

This standard core contract is procured through the cost reimbursement method in accordance with Chapter 287, Florida Statutes and the most current state governing agreement between the Office of Early Learning (hereinafter referred to as "OEL") and the COALITION (with said agreement hereinafter referred to as "Grant Agreement") for *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* services.

The CONTRACTOR agrees to provide services on behalf of the COALITION as set forth in those certain documents attached to this state term, standard core contract entitled "Attachment" and labeled I through V (hereinafter referred to as the "Attachments") and in accordance with the terms and conditions in this standard core contract and the Attachments hereinafter referred to collectively as the "Contract").

**B. Term**

This Contract shall begin on July 1, 2015 and shall end on June 30, 2017 (hereinafter referred to as "Term"). The COALITION shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its' ending date, unless otherwise agreed to in writing between the parties.

This Contract may be renewed by the COALITION for a term not to exceed a total of five (5) years or for the term of the original Contract, whichever is longer. Such renewal shall occur annually for up to three (3) additional one (1) year periods and shall only be made in the following manner: a) by mutual written agreement between the COALITION and the CONTRACTOR b) shall be contingent upon satisfactory performance evaluations as determined by the COALITION c) CONTRACTOR is not in default as set forth in **Section BB** of this Contract and d) shall be subject to the availability of funds to the COALITION. Any renewal shall be subject to the same terms and conditions as set forth in the initial Contract and shall be in compliance with the Grant Agreement and applicable Florida law. Notwithstanding the foregoing, in no event shall the COALITION be required to renew the Contract with CONTRACTOR. A renewal shall not include any compensation for costs associated with the renewal.

**C. Contract Payment and Availability of Funding**

This Annual Contract shall not exceed **\$3,631,853.00** for *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* services. The COALITION'S obligation to pay under this Contract is contingent upon the annual appropriation by the State of Florida Legislature and availability of any and all applicable federal, state and local funds. The COALITION shall be the

final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to comply with this Contract. If such funds are not appropriated or available for this Contract's purpose, such event shall not constitute a default by the COALITION. The COALITION agrees to notify the CONTRACTOR in writing at the earliest possible time if funds are not appropriated or available. The Contract amount shall be more specifically described in **Exhibit A and Composite Exhibit B of Attachment I** to this Contract.

#### D. Governing Laws and Agreements

By the execution of this Contract, the CONTRACTOR agrees to fully comply with those federal and state statutes, rules and regulations as set forth in **Attachment V** of this Contract. The CONTRACTOR shall also comply with the following laws and agreements, including the submissions of any associated forms:

1. **Grant Agreement:** By the execution of this Contract, the CONTRACTOR agrees to fully comply with the Grant Agreement to the extent that any provision of this Contract is silent as to expected performance or conditions, or that the Grant Agreement alters the terms and conditions of this Contract subsequent to execution by the Parties.

2. **Lobbying:**

Funds received by the CONTRACTOR under this Contract may not be used for lobbying purposes pursuant to Florida and federal law, including but not limited to, Sections 11.062 and 216.347, Florida Statutes and 45 Code of Federal Regulation ("C.F.R.") §93 (Bird Anti-Lobbying Amendment Common Rule).

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR must, prior to this Contract's execution, complete the *Certification Regarding Lobbying* form, included in this Contract as **Attachment III, Section II. I**. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from the COALITION'S Contract Manager. All disclosure forms as required by the *Certification Regarding Lobbying* form must be completed and returned to the COALITION'S Contract Manager.

3. **Drug-Free Workplace:**

Pursuant to the Drug-Free Workplace Act of 1988, (41 United States Code ("USC") 701 et. seq) and its implementing regulations codified at 29 C.F.R. Part 98, subpart F and 45 C.F.R. Part 82 (Common Rule), the CONTRACTOR shall provide a drug-free workplace as certified in **Attachment III, Section II. J** entitled *Certification Regarding Drug-Free Workplace Requirements*. [See C.F.R. ss 382.400, 2 C.F.R. 182, 29 C.F.R. 94 and 45 C.F.R Part 82]

4. **Equal Employment Opportunity (E.E.O):**

The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 C.F. R. Part 60, if applicable.

5. **Non-Discrimination and Harassment-Free Workplace:**

The CONTRACTOR, as certified in **Attachment III, Section II. T** entitled *Equal Employment Opportunity (E.E.O.)* shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, sexual orientation, marital status, age, religion, or gender. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

6. **Governing OEL Policies and Guidance**

a. **Policy**

(1) The CONTRACTOR will comply, as applicable, with Policy No. 1.02 (Records Confidentiality Policy) and 5.05 (Information Technology Security Policy and Procedure).

(2) **Program Guidance**

The CONTRACTOR will comply, as applicable, with the following Program Guidances of OEL:

- i. Program Guidance 101.02 (Records Confidentiality Policy)
- ii. Program Guidance 202.80 (Specifications for Annual Reports of Early Learning Coalition)
- iii. Program Guidance 240.01 (Cash Management Procedures)
- iv. Program Guidance 240.02 (Tangible Personal Property)
- v. Program Guidance 240.03 (Collection of a Delinquent Account)
- vi. Program Guidance 240.04 (School Readiness Funds Management)
- vii. Program Guidance 240.05 (Guidance on Prior Approval Procedures)
- viii. Program Guidance 240.06 (Reimbursement Request Requirements for Early Learning Coalitions)
- ix. Program Guidance 250.01 (Other Cost Accumulators ("OCA") Guidance)
- x. Program Guidance 300.01 (IT Security Manual)
- xi. Program Guidance 440.10 (Office of Early Learning Match Report Guidance)
- xii. Program Guidance 440.60 (Reporting State Expenditures on Teenage Parent Programs ("TAPP") for Federal Matching Funds Requirements.

**E. Audits and Records Retention Requirements.**

1. In accordance with 2 CFR § 200.336, *Access to Records*, the CONTRACTOR agrees to provide access to records, data and information to the COALITION, OEL, the Federal Health and Human Services ("HHS") Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personal for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the COALITION and such records shall remain immediately accessible to the COALITION, its agents and federal officials regarding the requirements of this Contract.
2. Representatives of the COALITION, OEL, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the CONTRACTOR as they may relate to this Contract. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the COALITION and such records shall remain immediately accessible to the COALITION, its agents, OEL, and state officials regarding the requirements of this Contract.
3. The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the COALITION under this Contract. The CONTRACTOR may contract for general accounting functions with a third party; however, such contract shall specify that the COALITION will have immediate accessibility to all records and documents and that the vendor must adequately maintain, secure and protect confidential data.

4. The CONTRACTOR shall ensure that accounting records reflect the separation of all programs/activities it administers or for which it receives funding. Records shall adequately identify the source and application of funds by Other Cost Accumulators ("OCA") for each program/activity. A clear audit trail shall exist showing the benefit received from each expenditure, as it relates to the applicable program/activity.
5. When applicable in accordance with **Attachment II** of this Contract, the CONTRACTOR shall provide an annual financial and compliance audit to the COALITION within thirty (30) days of CONTRACTOR'S receipt of said audit and also ensure that all related party transactions are disclosed to the auditor.
6. The CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. The CONTRACTOR shall retain and maintain all CONTRACTOR records, financial records, supporting documents, statistical records and any other documents or expenditures (including electronic storage media) pertinent to this Contract for a period of five (5) years from date of submission of the final reimbursement request for the grant year after termination of this Contract (hereinafter referred to as the "Retention Period"), or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation related to the Contract, whichever occurs last. If any litigation or claim is started before the expiration date of the Retention Period, the records, including audit findings, must be maintained until all litigation or claims involving the records have been resolved and final action has been taken. In no case will such records be disposed of before the five (5) fiscal years minimum. All records will be made available to the COALITION, OEL, or their designee upon request. The CONTRACTOR shall comply with applicable federal and state records retention requirements. The CONTRACTOR shall account for VPK And SR fund separately. The CONTRACTOR shall require the same retention and auditing requirements as state herein of its subcontractors.
8. The COALITION shall have the right to audit the CONTRACTOR's records and practices related to the use and disclosure of confidential information. The CONTRACTOR agrees to make internal practices, books records, including policies and procedures and confidential information, use relating to the use of and disclosure of confidential information received from, or created or received by the CONTRACTOR on behalf of the COALITION available to the COALITION upon request.
9. The CONTRACTOR shall document activities related to SR and VPK implementation, including administrative and reporting responsibilities, as applicable. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 CFR § 200.336, *Retention requirements for records*. The CONTRACTOR maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the CONTRACTOR submits or may be required to submit per COALITION and OEL instructions and make said items available for review upon request.

#### **F. Use of Funds and Corrective Action Plans**

1. In order for the COALITION to effectively administer and safeguard the effective use of state and federal funds for the early learning programs connected with this Contract, the COALITION, its agents, and federal and state officials shall have the right to inspect any records, papers, documents, facilities, goods, and services of the CONTRACTOR that are relevant to this Contract. The COALITION shall also have the right to interview any clients, employees, subcontractors, consultants, and participants of the early learning programs administered, implemented, or overseen by the CONTRACTOR to assure that: (1) the funds received from the COALITION are being expended in accordance with this Contract and (2) that the services and/or work are being delivered by the CONTRACTOR or its subcontractors is of sufficient quality

pursuant to the requirements of this Contract and (3) that the CONTRACTOR'S work and/or services as set forth in this Contract are being delivered, administered, or overseen in compliance with applicable federal and Florida statutes, rules and regulations. Except in the case of an emergency, such inspection shall be done during regular business hours upon reasonable notice to the CONTRACTOR and with the cooperation of the CONTRACTOR, the CONTRACTOR'S fiscal agent or service providers, so as not to disrupt services.

2. Following an inspection, the COALITION shall deliver to the CONTRACTOR a written report of its findings. The CONTRACTOR shall be requested to develop a corrective action plan for any deficiencies noted. The CONTRACTOR hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.
3. The CONTRACTOR shall include the requirements for inspection as required by this paragraph in any subcontracts, rate agreements, or certificate/voucher agreements, if applicable.
4. The CONTRACTOR shall return to the COALITION or its designated agent, any overpayment or disallowed costs under federal and/or state law, regulation or rule, which is paid contrary to the terms and conditions of this Contract. Overpayments and disallowed costs shall be paid within thirty (30) calendar days (or other timeframe in accordance with OEL Program Guidance No. 20081) of issuance of written notice by the COALITION or from discovery by the CONTRACTOR. Should repayment not be made in a timely manner, the COALITION shall be entitled to charge a lawful rate of interest on the outstanding balance. Refunds should be sent to the COALITION, made payable to the "Early Learning Coalition of Broward County, Inc." Interest earned on advances under this Contract shall be reported and returned to the COALITION on a quarterly basis. The CONTRACTOR shall not receive an advance for any school readiness program related funds until all previously advanced school readiness related funds have been repaid.
5. The COALITION reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance or non-compliance with terms and conditions of this Contract, or state and/or federal regulations until such time the COALITION determines that the CONTRACTOR has corrected its performance and is in full compliance with this Contract. Written notice shall be delivered by mail with proof of delivery or in person with proof of delivery as set forth in the Contract.

The COALITION'S written notice shall detail the COALITION'S findings of non-performance or non-compliance as well as the timeliness for submitting a corrective action plan and correcting the deficiencies. In order to ensure funds are not withheld, the CONTRACTOR shall respond to the notice within thirty (30) days or the timeline specified and provided a corrective action plan that addresses all of the noted deficiencies. If the corrective action plan is approved by the COALITION, the CONTRACTOR shall implement the corrective action plan within the timeframe prescribed by the COALITION. Failure to respond in writing and submit a subsequent corrective action plan within (30) days, or other timeline specified by the COALITION, may lead to funds being withheld from the CONTRACTOR. Failure to comply with a corrective action plan may be considered an "Event of Default" as set forth in **Section BB** of this Contract and may also lead to the termination of this Contract as set forth in **Section DD** of this Contract. The COALITION shall be the final authority regarding the validity of deficiencies pursuant to properly submitted corrective action plan. Once the COALITION determines that the corrective action has been successfully implemented and the CONTRACTOR is in compliance with the Contract, the COALITION will re-instate the funds previously withheld by the COALITION.

The CONTRACTOR may be required by the COALITION to submit an inspection and file a corrective action plan with the COALITION in response to an incident or grievance regarding the work and/or services of the CONTRACTOR, its subcontractors, and/or its agents under this Contract.

**G. Invoicing**

Invoicing for the CONTRACTOR'S services shall be made in accordance with the terms specified in **Attachment I**, with an option of a one-month advancement of funds as consistent with applicable OEL policies. The CONTRACTOR shall be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Contract. Regular monthly payments shall not be authorized until the COALITION'S Contract Manager has received a properly completed invoice and has approved the final report(s) for all service tasks related to the work completed during the month. The CONTRACTOR shall comply with the Grant Agreement for any Category 2 purchase unless the Grant Agreement no longer is applicable to Category 2 purchases in which case the CONTRACTOR shall comply with Section 287.017, Florida Statutes as the same may be amended from time to time. For purposes of this Contract, any action in Section 287.057(5), Florida Statutes that requires agency head approval shall require approval from the COALITION. Purchasing of any recycled products or materials which are the subject of, or are required to carry out this Contract shall occur in accordance with the provisions of Sections 403.7065, and 287.045, Florida Statutes.

The CONTRACTOR shall submit the final invoice for payment to the COALITION no later than forty (40) calendar days after this Contract ends or is terminated, whichever is earlier. If the CONTRACTOR fails to do so, all rights to payment are forfeited and the COALITION shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the CONTRACTOR and necessary adjustments thereto have been approved by the COALITION.

**H. Information Resource Acquisition**

The CONTRACTOR shall obtain prior written approval from the COALITION'S approving state authority or agency for the purchase of any "Information Technology" as the term is defined in Section 282.0041, Florida Statutes, which is made as part of this Contract. The CONTRACTOR agrees to seek said prior approval by means of the most current state approved form, available from the COALITION'S Contract Manager, who shall serve as liaison between the CONTRACTOR and the approving state authority or agency.

**I. Recording of Property for Inventory Purposes and Nonexpendable Property**

1. Pursuant to 69I-72.002, F.A.C., all tangible personal property with a value or cost of \$1,000.00 or more and having a projected useful life of one (1) year or more shall be recorded in the state's financial system as property for inventory purposes. Any hardback book with a value or cost of \$25.00 or more and having a useful life of one (1) year or more that is circulated to students or the general public, and any hardback book with a value or cost of \$250.00 or more that is not circulated shall be recorded in the state's financial system as property for inventory purposes. "Cost" is used if the property is purchased and represents the purchase price of the property item; "value" is used if the property is donated and represents the fair market value of the property item at the date of donation. The term "nonexpendable property" shall include all tangible personal property and books, which meet the criteria, set forth in rule 69I-72.002, F.A.C. In accordance with OEL Program Guidance 240.05, property shall not be purchased with program funds without prior approval from the COALITION.
2. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, and administrative rules, and shall submit an inventory report to the COALITION with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.

3. At no time shall the CONTRACTOR dispose of non-expendable property purchased with the COALITION'S funds under this Contract for these services without the written permission of and in accordance with instructions from the COALITION.
4. Immediately upon discovery, the CONTRACTOR shall notify the COALITION, in writing, of any nonexpendable property loss with the date and reason(s) for the loss.
5. The CONTRACTOR shall be responsible for the correct use of all nonexpendable property furnished under this Contract. Contingences such as liens or other liabilities shall not be placed on assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
6. A formal Contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved Contract budget.
7. In accordance with OEL Program Guidance 240.02, title (ownership) to all property (not limited to purchases exceeding \$1,000) and including all computer hardware and software acquired with funds from this Contract shall be vested in the COALITION and said property shall revert to the COALITION upon completion or termination of this Contract unless otherwise authorized in writing by the COALITION. In addition to the nonexpendable property identified above, the CONTRACTOR shall maintain a separate list of property that has a useful life greater than one year that shall be returned to the COALITION upon termination of this Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, cameras, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.
8. The CONTRACTOR shall comply with the provisions of 45 C.F.R. 74.32, for real property, 45 C.F.R. 74.34 for equipment, and 45 C.F.R. 74.35 for supplies.

**J. Sponsorship/Public Announcements**

1. If CONTRACTOR sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract in accordance with Section 286.25, Florida Statutes, as the same may be amended from time to time, it shall in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (CONTRACTOR'S name) and Early Learning Coalition of Broward County, Inc." If the sponsorship reference is in any written material, the words "Early Learning Coalition of Broward County, Inc." shall appear in the same size letters or type as the name of the CONTRACTOR.
2. Use of state logos shall be limited to those logos approved by the applicable approving state agency for the COALITION pursuant to Florida Statutes and/or the Florida Administrative Code. The COALITION shall provide the CONTRACTOR with state logos that are approved by the applicable approving state agency for the COALITION pursuant to Florida Statutes and/or the Florida Administrative Codes.
3. The CONTRACTOR agrees that, in accordance with Public Law 103-333, Section 508, when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with state or federal funds, all Contractors receiving state or federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and the percentage, and (3) dollar amount of the total cost of the project or program that will be financed by non-governmental sources. For purposes of complying with this section, the percentage and dollar amount of federal funds are those shown on **Exhibit A to Attachment I** to this Contract.

**K. Public Entity Crime**

### **1. Convicted and Discriminatory Vendor List**

In accordance with Sections 287.133(3)(a) and (b) and 287.1342(2)(a), Florida Statutes, a person entity, or affiliate who has been placed on either the convicted or discriminatory vendor list, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

By execution of this Contract, the CONTRACTOR acknowledges that it is in compliance with this **Section K** and that it will require any and all subcontractors and vendors providing services under this Contract to acknowledge that they are also in compliance with this **Section K**. The CONTRACTOR further acknowledges that the CONTRACTOR, as well as any of its subcontractors or vendors providing services under this Contract utilizing early learning program funds received, whether received directly or indirectly from the COALITION, are not disclosed as being a convicted or discriminatory vendor on the Florida Department of Management Services website. The CONTRACTOR will immediately notify the COALITION in writing of any changes in circumstances regarding their status as set forth in this **Section K**.

### **2. Scrutinized Company List**

A company or entity that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency, local government entity, or the COALITION for goods or services of \$1 million or more pursuant to Section 287.135(2), Florida Statutes.

Any contract with the CONTRACTOR for goods and services of \$1 million or more entered into or renewed on after July 1, 2012, utilizing funds from the COALITION, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have (i) submitted a false certification as provided under applicable federal and Florida Statutes, which include, but is not limited to Section 287.135(5), (ii) been placed on lists as set forth herein or (iii) engaged in business operations in Cuba and Syria, pursuant to Section 287.135(3)(b), Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with the CONTRACTOR for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or does not have business operations in Cuba or Syria pursuant to Section 287.135(5), Florida Statutes.

If this award is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135(5), Florida Statutes, the COALITION, by signing this contract, hereby certifies that the COALITION and any actively-contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

### **3. Receipt of Funds and Verification Documentation**

Persons or entities excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal and state funds. Prior to contract or agreement execution, the CONTRACTOR shall verify that no party that has a contract or attempts to

contract with the CONTRACTOR is on any federal or Florida list designated for the exclusion of person or entities in violation of federal or Florida contracting standards which would include, but not be limited to the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The CONTRACTOR shall maintain the appropriate verification documentation indicating that the CONTRACTOR is not a disqualified entity as provided herein and shall provide said documentation to the COALITION upon request. The CONTRACTOR shall provide a sworn statement of compliance as certified in **Attachment III** and will complete any and all federal and state required certifications upon request of the COALITION or the appropriate federal and/or state agency or entity. In the event the CONTRACTOR, its subcontractors, or its vendors have been found to have entered a false certification, has not provided a certification or verification as stated in this **Section K**, has been placed on the lists as described herein, or has not provided notification to the COALITION regarding a change in their status as set forth in this **Section K**, the COALITION will be entitled to immediately terminate this Contract with twenty-four (24) hours of said discovery or notification of this matter, whichever is earlier, as set forth in **Section DD** of this Contract.

#### **L. Personnel**

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon services required by this Contract as set forth in **Attachment I** to this Contract. All personnel specified in **Composite Exhibit B** on Personnel Budget Narrative, *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program*, Form B-3 of **Composite Exhibit B** of **Attachment I** of this Contract, shall be considered essential to the work to be performed. In the event of a proposed change to such key personnel through substitution or diversion of personnel from the project, or the phone number and/or physical address of the CONTRACTOR, the CONTRACTOR shall notify the COALITION in writing and submit a proposed Form B-3 of **Composite Exhibit B** of **Attachment I** of this Contract, within five (5) business days of the effective date of the proposed change. Changes in key personnel may include resignations, approved leaves of absences of six (6) weeks or more, or terminations. Notifications shall be in writing and shall include information related to replacement staff. The CONTRACTOR may contract for human resource functions with a third party; however, such contract shall specify that the COALITION will have immediate accessibility to all records and documents and that the vendor must adequately maintain, secure and protect confidential data.

The CONTRACTOR shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. Failure to do so shall be cause for the COALITION to unilaterally cancel this Contract. The CONTRACTOR also agrees to include in related subcontractors agreements or contracts a requirement that the subcontractor performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Term. The CONTRACTOR agrees to provide the COALITION, within thirty (30) days of the effective date of this Contract, documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify "Edit Company Profile" screen which contains proof of enrollment in the program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage)

The CONTRACTOR further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify program, if they meet the requirements to be part of said program, within ninety (90) days of the effective date of this Contract or within ninety (90) days of the effective date of the contract between the CONTRACTOR and its subcontractor(s), whichever is later. The CONTRACTOR shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program and make such record(s) available to the COALITION upon request. The CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make sure such records are available to the COALITION.

The CONTRACTOR shall not employ "unauthorized aliens" as the term or phrase is defined in accordance with federal and Florida statutes and rules in accordance with this Contract. The COALITION shall consider the employment of unauthorized aliens a violation of federal law, which includes but is not limited to Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation by the CONTRACTOR shall be cause for unilateral termination of this Contract by the COALITION, as set forth in Section DD of this Contract.

The CONTRACTOR agrees to not retaliate against its employee for reporting violations of law, rule, or regulation that creates and presents a substantial and specific danger to the public's health, safety or welfare. Furthermore, the CONTRACTOR shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer or employee. The CONTRACTOR shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human relations or the Whistleblower's Hotline number at 1-800-543-5353. The CONTRACTOR will also be subject to the COALITION'S Whistleblower Policy and Procedure. In the event there is conflict between this provision and the COALITION'S Whistleblower Policy and Procedure, the provision shall apply.

#### **M. Relationship of Parties and Independent Contractor Status**

In the CONTRACTOR'S performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times acting and performing as an independent contractor. The COALITION shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided herein and by law. Nothing in this Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Except as provided for in this Contract, each party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, employees and servants during the performance of this Contract. No party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any party unless the same is provided for pursuant to the terms and conditions this Contract.

#### **N. Indemnification**

To the extent permitted by law, the CONTRACTOR shall be liable for and indemnify, defend, and hold the COALITION and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the CONTRACTOR, its agents, officers, subcontractors, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION.

To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION. The CONTRACTOR'S inability to evaluate its liability or its evaluation of liability shall not excuse the CONTRACTOR'S duty to defend and to indemnify within seven (7) business days after notice by the COALITION by certified or overnight express mail. After the highest appeal taken is exhausted, only an adjudication

or judgment specifically finding the CONTRACTOR not liable shall excuse performance of this provision. The CONTRACTOR shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by the COALITION. The COALITION's failure to notify the CONTRACTOR of a claim shall not release the CONTRACTOR from these duties. The CONTRACTOR shall not be liable for the negligent or intentional acts or omissions of the COALITION or any third party.

The parties agree that such indemnification obligations shall survive the expiration or termination of this Contract. The parties acknowledge that if the CONTRACTOR is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as the same may be amended from time to time, CONTRACTOR agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable pursuant to law. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract or any other contract.

#### **O. Insurance Requirements for Contractor**

##### **1. Liability Insurance**

The CONTRACTOR shall maintain adequate liability insurance coverage in sufficient amounts and coverages on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the CONTRACTOR and the clients to be served under this Contract. In the event the CONTRACTOR is a state agency or subdivision as defined by Section 768.28(2), Florida Statutes, as the same may be amended from time to time, the CONTRACTOR will provide its self-insurance letter to the COALITION prior to the execution of this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide the coverages as set forth herein. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

The CONTRACTOR shall have a disaster recovery plan within its continuity of operations plan ("COOP") in place for unforeseen circumstances whether for natural or man-made disasters. A COOP update must be submitted to the COALITION no later than June 1<sup>st</sup> of each term of this Contract and updated as needed.

##### **2. Worker's Compensation Insurance**

During the Contract term, the CONTRACTOR at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Contract, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

The CONTRACTOR shall not commence any work in connection with this Contract until the COALITION has approved its insurance coverage. All insurance policies shall be with insurers who are qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the COALITION as an additional named insured. The COALITION shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR. A self-insurance program established and operating under the laws of the State

of Florida may provide such coverage. The CONTRACTOR shall hold such insurance at all times during the existence of this Contract and any renewal(s) and extension(s) thereof.

**3. Unemployment Compensation Insurance**

The CONTRACTOR, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, as the same may be amended from time to time, for all employees connected with the work of this Contract.

**4. Fidelity and Errors and Omissions Insurance**

The CONTRACTOR shall maintain errors and admissions insurance for its board members and fidelity bonding of its fiscal personnel in sufficient amounts and coverages. The CONTRACTOR shall hold such insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it.

In the event that any of the coverages described above are cancelled by the insurer for any reason, or in the case of a state agency or subdivision of the State of Florida as described above, ceases to adequately self-insure, the CONTRACTOR shall immediately notify the COALITION of such cancellation or failure to adequately self-insure and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar day after cancellation of the coverage. Insurance policies for the aforementioned coverages shall be with insurers qualified and doing business in the state of Florida. The COALITION shall be furnished with proof of coverage of insurance by standard ACORD form certificates of insurance, or in the case of state agency or subdivision of the State of Florida, a self-insurance certificate or letter that is satisfactory to the COALITION, upon request.

**P. Performance Bond**

The CONTRACTOR shall furnish a performance bond from a financially sound and responsible insurance company to protect the COALITION from any losses in the event of default by the CONTRACTOR. The bond shall be in the amount of \$577,000.00. In lieu of a performance bond, the CONTRACTOR may furnish the COALITION with an irrevocable standby letter of credit acceptable to both the COALITION AND the CONTRACTOR.

The CONTRACTOR shall post one form of security under this section, which shall apply to all of the contracts and subsequent amendments entered into between the CONTRACTOR and the COALITION with a term beginning July 1, 2015 and ending June 30, 2016. Other than the performance bond related to this Contract or service procurement requirements and specifications, a separate form of security is not required for multiple contracts that may have been awarded to the CONTRACTOR.

In addition to the requirements established through a procurement process, if a performance bond is furnished, said bond shall be forfeited in an Event of Default as defined in Section BB of this Contract. If a letter of credit is furnished to the COALITION instead of a performance bond, the COALITION shall be authorized to draw on the Letter of Credit in an Event of Default.

**Q. Confidential Information and Public Records**

Each party to the Contract may have access to confidential information collected or maintained by the other party. The CONTRACTOR shall protect such confidential information clearly identified as such, in a manner that does not permit the personal identification of children or their parents/guardians by persons other than those authorized to receive the records. It is the responsibility of the CONTRACTOR that subcontractors and sub recipients observe the same terms and conditions as contained in the Contract and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data. The CONTRACTOR and all of its directors, officers, employees, volunteers and agents shall comply, as applicable, with the confidentiality, release, inspection, access and record retention requirements of Sections 39.00145, 39.0132, 39.202, and

39.814, 119.01, 119.021, 1002.97, 456.057 501.171 and 1002.72, Florida Statutes, and other applicable state and federal law (including, but not limited to the federal act known as "HIPPA" and "HITECH"), as those laws may be amended from time to time, where applicable. The individual records of children enrolled in SR programs under section 1002.97, Florida Statutes and the personally identifiable records of children enrolled in the VPK program under Section 1002.72, Florida Statutes are confidential and exempt from the provisions of Section 119.071, Florida Statutes, and section 24(e), Article I of the State Constitution. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of Sections 39.00145, 39.0132, 39.202, and 39.814, Florida Statutes, constitutes a criminal offense as set forth in Section 39.205, Florida Statutes and could result in administrative fines as set forth in Section 39.206, Florida Statutes.

The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law. The records and data of the CONTRACTOR as it pertains to this Contract that are classified as "public records" must be open and available for inspection by any person unless otherwise specified by law. It will be the responsibility of the CONTRACTOR to ensure availability of said records for production and/or inspection by the public on behalf of the COALITION. The CONTRACTOR acknowledges and agrees that upon receiving confidential and exempt records, information and data, the CONTRACTOR must take appropriate steps to protect said records, information and data. The CONTRACTOR shall develop processes and procedures to secure confidential data and require individuals who have access to such data to execute an individual non-disclosure form and maintain these forms on file at the COALITION'S or the CONTRACTOR'S location. The CONTRACTOR, including its employees, subcontractors, agents or any other individuals to whom the CONTRACTOR exposes such confidential information obtained pursuant to this Contract, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g. laptops, thumb drives, hard drives, etc..) or peripheral devices with the capacity to hold information.

The CONTRACTOR shall provide timely written notification to the COALITION of requests for production or inspection of records and data by the public and direct requests for disclosure of confidential information of recipients of services under this Contract.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the CONTRACTOR's operations; however random, unsuccessful attempts at access shall not be considered a security incident. In addition, for purposes of this Contract, "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 that the information is not used for a purpose unrelated to this Contract or subject to further unauthorized use.

The CONTRACTOR agrees to comply with applicable laws regarding breach of confidential information, which include, but is not limited to Section 501.171, Florida Statutes related to the security of confidential personal information. The CONTRACTOR shall notify the COALITION in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding the requirements of Section 501.171(3), Florida Statutes, the CONTRACTOR'S notification shall be made in writing to the COALITION after the CONTRACTOR learns of the security incident or breach. The CONTRACTOR'S notification shall identify the following: (i) the nature of the unauthorized use or disclosure (ii) the confidential information used or disclosed (iii) who made the unauthorized use (iv) who received the unauthorized disclosure (v) what has the CONTRACTOR done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, which would include but not be limited to the timely notification of person(s) whose confidential or personal information was the subject of the Security Incident or Breach of Security and (vi) what corrective action has the CONTRACTOR taken or shall take to prevent future similar unauthorized use or disclosure. The CONTRACTOR shall provide such

other information, including a full written report, as reasonably requested by the COALITION. If the COALITION, at its sole discretion, determines that the CONTRACTOR has failed to comply with any of the confidentiality notification, disclosure and storage provisions of this Contract, or determines that prompt and satisfactory correction action has not occurred, said non-compliance shall be considered a breach of this Contract and the COALITION has the unilateral right to suspend this Contract until it is satisfied that the corrective action has been taken or may terminate this Contract. If this Contract is terminated, the CONTRACTOR must immediately surrender to the COALITION all confidential information and copies thereof obtained under this Contract and any other information relevant to this Contract.

The CONTRACTOR understands and agrees that all reasonable attorneys' fees and costs necessary for the COALITION to remedy any breach of confidentiality due to the conduct of the CONTRACTOR, its employees, subcontractors, agents, vendors or affiliates, or any individual within the control of the CONTRACTOR, shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this Contract. The CONTRACTOR further understands and agrees to the confidentiality and security provisions of this Contract regarding the requirements to safeguard the confidentiality of information which is the subject of this Contract, and which is considered a material condition of this Contract. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the CONTRACTOR will be subject to the penalties as follows:

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

*Civil Remedies:* In addition to criminal sanctions, the CONTRACTOR and its employees, agents, contractors, subcontractors, vendors, or any other individual who breaches the confidentiality requirements of this Contract or applicable laws are subject to any and all civil remedies available to the COALITION, OEL and the state of Florida. In the event there is a conflict with this provision and the policy and procedures of the COALITION, which would include but not be limited to the COALITION'S Incident Reporting policy and procedure, this provision of this Contract shall control.

#### **R. Information Technology and Systems Access and Security**

The CONTRACTOR hereby agrees that by entering into this Contract with the COALITION, the CONTRACTOR will, whenever possible, collect, transmit, secure, maintain, protect and store contract, program and project-related information in an open, updated and machine readable format rather than in a closed and/or outdated formats or on paper as provided in 2 CFR § 200.335, *Methods for collection, transmission and storage information*, as said rule maybe amended or modified from time to time.

The CONTRACTOR shall comply with the Computer-Related Crimes Act, Chapter 815, and the Information Protection Act, Section 501.171, Florida Statutes, as the same may be amended from time to time, and shall demonstrate due diligence in safeguarding the CONTRACTOR'S information resources by establishing policies and procedures for information systems security that contain criteria and standards as set forth in OEL Policy 5.02, Information Systems Security Program.

The CONTRACTOR shall develop and implement specific protocols reflecting, at a minimum, the following protocols of the Florida's Office of Early Learning Policy 5.02, section 02: 4. Security Training and Awareness; 10. Contingency Planning; 12. Identification and Authentication; 16. Personnel Security; 22. Mobile Computing; 25. Remote Access; 30. Database Security; 31. Media Management; and 32. Password Management.

## S. Incident Reporting

Any employee, agent or subcontractor, of the CONTRACTOR shall immediately report knowledge or suspicion of abuse, neglect, abandonment, lack of supervision, lack of care, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) in accordance with Section 39.201, Florida Statutes, as the same may be amended from time to time if said person has reasonable cause to suspect any of the following circumstances:

1. That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care and said child does not have a parent, legal custodian, or responsible adult relative immediately known or available to provide supervision or care; or
2. That a child is abused by an adult other than the parent, legal custodian, caregiver, or other person responsible for the child's welfare; or
3. That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

The CONTRACTOR further agrees to immediately report knowledge of any actual or alleged abuse, abandonment, lack of supervision, neglect, serious injury or death suffered by a child who receives early learning services while in the care of an early care and education provider to the COALITION. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than twenty-four (24) hours of obtaining such knowledge. This requirement to report abuse, neglect, abandonment, lack of supervision, lack of care, or exploitation shall apply to its employees and its subcontractors.

The CONTRACTOR further agrees to ensure that its employees, agents and subcontractors disclose and report in writing in a timely manner to the COALITION any incidents concerning fraud, bribery, or gratuity violations potentially affecting this Contract and/or related federal/grant program(s).

The CONTRACTOR shall also be responsible for reporting all "reportable incidents. "Reportable Incidents" are defined in the COALITION'S *Incident Reporting Policy and Procedure*. The COALITION shall receive copies of any documents received by the CONTRACTOR relating to any incidents reported to the COALITION within twenty-four (24) hours of the receipt of any such documents by the CONTRACTOR.

## T. Intellectual Property

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics, blueprints or other data, whether electronic or hardcopy, developed exclusively by the CONTRACTOR, their employees, their agents, or their subcontractors in connection with the services provided to the COALITION hereunder during the duration of the Contract shall be the exclusive property of the State of Florida and must be surrendered to the COALITION upon the expiration, termination, or cancellation of this Contract at no cost to the COALITION. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

## U. Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, or in any way connected with Early Learning programs, the CONTRACTOR shall refer the discovery to the COALITION. If any discovery or invention arises or is developed in connection with the use of state funds under this Contract, or is in any way connected with the Early Learning programs, the CONTRACTOR shall refer the discovery or invention to the COALITION who shall refer it to Florida's Department of State to determine whether patent protection shall be sought in the name of the state of Florida or the COALITION. Pursuant to Section 286.021, Florida Statutes and subject to the claims of the United States Department of Health and

Human Services ("USDHHS"), any and all patent or copyrights accruing under or in connection with the performance of this Contract that funded by Early Learning program funds are hereby reserved to the state of Florida or the COALITION, as applicable and as required by law. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property. 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 Contract and any rights of copyright which the CONTRACTOR or its subcontractors purchase with such federal funds.

In the event that any books, manuals, films, or other copyrightable materials are produced using funds under this Contract, the CONTRACTOR shall notify the COALITION. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

The following terms apply to the CONTRACTOR, its employees, its agents and its subcontractors as a grant recipient of the funds under this Contract:

1. With respect to all products created utilizing the funds under this Contract, said materials will be the property of the COALITION and OEL.
2. To the extent that any product constitutes "work" within the meaning of United States copyright laws, 17 United States Code Service ("U.S.C.") 10, et seq., it shall be "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a "work for hire" as a matter of law, the CONTRACTOR shall assign and convey to the COALITION and/or OEL, all right, title, and interest in the product or material and require its employees, its agents and its subcontractors to do the same.
3. The CONTRACTOR agrees that its employees, its agents and its subcontractors will not assert any ownership of the product(s) produced pursuant to this Contract. The CONTRACTOR shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees, agents and subcontractors in order to secure the COALITION's and OEL's rights.
4. Any claim by the CONTRACTOR of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
5. The CONTRACTOR agrees that 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 the COALITION's or OEL's ownership of the product.
6. The CONTRACTOR agrees not to convey any rights in the product to a third party.
7. If the CONTRACTOR hires a third party to perform any work that involves the use of the pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the COALITION and OEL 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 and CONTRACTOR in order to further the use of the products in the educational community. The CONTRACTOR further agrees that any 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 Code of Federal Regulation ("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.

In accordance with applicable 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 Contract. The

CONTRACTOR further warrants that as to each deliverable (as the term is defined and described in this Contract), the COALITION'S or OEL'S use of deliverables will not infringe on the copyright 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 other "information technology", as defined in applicable federal and Florida statutes and rules, including, but not limited to Section 287.012(15), Florida Statutes, in which copyrights subsist, the CONTRACTOR has acquired the rights by conveyance or license to any third party software or the information technology, which was used to produce the deliverable(s) as set forth in this Contract.
2. As to each image and sound recording incorporated into the deliverable(s) as set forth in this Contract, the CONTRACTOR has acquired the necessary rights, releases, and waivers from the person or entity 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.

To the extent permitted by law, the CONTRACTOR shall indemnify and hold the COALITION and its employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the CONTRACTOR in the performance of this Contract. The CONTRACTOR shall have no liability when such claim is solely and exclusively due to the State of Florida's alteration of the invention or article.

#### **V. Cooperation**

The CONTRACTOR agrees to fully cooperate with the COALITION, the OEL and any applicable state and federal authority regarding any fraud or other type of investigations. Cooperation shall include, but not be limited to the production of any requested documents and the commitment to make available any witnesses to testify when requested by the aforementioned entities.

#### **W. Warrant of Ability to Perform**

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

#### **X. Notification of Legal Action**

The CONTRACTOR shall notify the COALITION of legal actions filed, served, taken or threatened against the CONTRACTOR which would include, but not be limited to as lawsuits, claims, filings, special proceedings or other matters that are related to or arising from the services or work provided through or as a result of this Contract, or that may impact the CONTRACTOR'S ability to deliver the contractual services, or that adversely impact the COALITION and/or the recipients of the COALITION'S programs. The COALITION will be notified in writing within twenty-four (24) chronological hours of the CONTRACTOR becoming aware of such action or from the day of the legal filing of said action, whichever is earlier.

#### **Y. Assignments and Subcontracts**

The CONTRACTOR agrees to neither assign the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract without prior written approval of the COALITION. The CONTRACTOR shall be prohibited from assigning or subcontracting direct

administrative or fiscal control or responsibility for the Contract to another party. The CONTRACTOR is solely responsible for maintaining all fiscal records and shall maintain direct management of, direct access to and complete control over all fiscal records and administrative functions and records. The CONTRACTOR may contract with a vendor for general accounting and human resource functions; however, such contracts shall specify that the CONTRACTOR shall have immediate accessibility to all records and documents. The vendor must, by law, maintain required confidential data. Any subcontract, sublicense, assignment or transfer otherwise occurring, without prior approval of the COALITION, shall be null and void.

The CONTRACTOR shall notify the COALITION within 48 hours that the CONTRACTOR formally initiated a contract for service alteration, termination or approached by another entity to discuss possible merger or directly offered early learning services that another entity previously provided on the COALITION's behalf. The CONTRACTOR shall also notify the COALITION within 48 hours if the CONTRACTOR's board of directors approves any motion to alter or terminate a contract for services, approach another contractor or lead agency to discuss a possible merger or directly offer services that another entity previously provided on the COALITION'S behalf. For purposes of this Section, a "contract for services" is a contract for system support or direct enhancement services. Once the CONTRACTOR'S board approves such action, the CONTRACTOR shall have, at a minimum of 90 days prior to the service transition to submit to the COALITION a transition plan for review and approval to the COALITION. The transition plan as described herein shall outline the transition of services and shall include estimated dates and deadlines regarding said transition of services. If an emergency situation arises where the CONTRACTOR cannot provide notice to the COALITION as prescribed herein, the CONTRACTOR shall immediately notify the COALITION as soon as practicable regarding any action as described herein. For purposes of this Section, "emergency situation" are those situations that require emergency action as set forth under Section 287.057, Florida Statutes as well as those that may qualify under Section CC of this Contract (Force Majeure) if said condition persists to the point to permanently or substantially impair the CONTRACTOR from delivery of services as set forth under this Contract.

The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with the CONTRACTOR'S work or by subcontractors and consultants who may be hired by the CONTRACTOR under this Contract. If the COALITION permits the CONTRACTOR to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the COALITION. Such review of the written subcontract document by the COALITION shall be limited to a determination of whether or not the COALITION approves of the subcontractor and the applicable terms and conditions of this Contract. The CONTRACTOR further agrees that the COALITION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The CONTRACTOR, at its expense, shall defend the COALITION against such claims.

The COALITION shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the CONTRACTOR and following appropriate State of Florida procedures. In the event the COALITION approves transfer of the CONTRACTOR'S obligations, the CONTRACTOR remains responsible for all work performed and all expenses incurred in connection with this Contract prior to the date of the assignment or transfer. In addition, this Contract shall bind the successors, assigns, and legal representatives of the CONTRACTOR and of any legal entity that succeeds to the obligations of the CONTRACTOR. It is the CONTRACTOR'S responsibility to ensure that its subcontractors observe the same terms and conditions as contained in this Contract.

The COALITION may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. The CONTRACTOR shall cooperate with such other contractors and the

COALITION in all such cases. Any subcontractors to the CONTRACTOR shall be required to abide by this provision as a condition of the agreement between the subcontractor and the CONTRACTOR.

The COALITION shall notify the CONTRACTOR if, in the COALITION'S judgment, the CONTRACTOR or any of its subcontractors are not maintaining staff sufficient to deliver the agreed upon services required by this Contract or if performance by certain staff is insufficient to deliver contracted services. Within two (2) business days after notification, the CONTRACTOR shall state in writing what, if any, actions shall be taken to address the concerns of the COALITION.

#### **Z. Amendments**

In addition to changes necessitated by law, the COALITION may at any time, with written notice to the CONTRACTOR, request changes within the general scope of this Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the COALITION. Any investigation necessary to determine the impact of the change shall be the responsibility of the CONTRACTOR. Modifications to provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by the authorized signatories for the COALITION and the CONTRACTOR as set forth in this Contract.

The parties agree to renegotiate and, if necessary, amend the Contract if there are revisions of any applicable federal and/or state statutes, rules, regulations, or any state governing agreements, which would include but not be limited to the Grant Agreement. The rate of payment and the total dollar amount may be adjusted retroactively to reflect changes in payment established through the COALITION'S budget modification process as described in **Attachment I, Section E., Paragraph 6** of this Contract.

#### **AA. Disputes**

The COALITION'S Contract Manager shall be the first contact for dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the COALITION'S Contract Manager via phone or in person within forty-eight (48) hours of said contact shall be reduced to writing and delivered by certified mail or any expedited delivery service that provides verification of delivery to the COALITION'S office by the CONTRACTOR to the attention of the Contract Manager. Upon receipt of said correspondence, the Contractor Manager shall review the written dispute and deliver said written dispute to the Chief Executive Officer no later than forty-eight (48) hours after delivery of said written dispute. The COALITION'S Chief Executive Officer shall review the written dispute and shall render a decision regarding said dispute, within ten (10) business days after receipt of the written dispute. The Chief Executive Officer shall deliver a written decision regarding the dispute to the CONTRACTOR and the COALITION'S Contract Manager. Except as provided for in the Contract, nothing herein shall preclude the CONTRACTOR from pursuing any available remedies at law or equity if dissatisfied with the COALITION'S decision. This section deals solely with disputes between the COALITION AND the CONTRACTOR only and is not intended to create any third party beneficiary rights under the Contract in favor of any subcontractor, vendor, or other service provider as those terms maybe defined under any applicable laws or policy and procedure of the COALITION. In the event there is a conflict between this **Section AA** and the policies and procedures of the COALITION as it pertains to dispute resolution between the COALITION and the CONTRACTOR, this section shall control. In the event there is a conflict between applicable federal and/or Florida statutes, rules and regulations and this **Section AA** as it pertains to dispute resolution between the COALITION and the CONTRACTOR, said applicable federal and/or Florida statutes, rules and regulations to the extent said conflict is strictly prohibited shall apply, in whole or in part, under those applicable statutes, rules and regulations. CONTRACTOR agrees to comply with, where applicable, the COALITION'S Grievance Policy and Procedures.

#### **BB. Default**

In the event there is a breach of the terms and conditions of the Contract, said breach shall constitute an Event of Default hereunder. An "Event of Default" shall mean the failure of the CONTRACTOR to perform pursuant to the terms and conditions set forth in this Contract and said failure to perform has not been cured within thirty (30) days or within the time frame as set forth in said breached provision of the Contract, after receipt of written notice from the COALITION specifying such failure, or within such other reasonable time period agreed to by both parties. Notwithstanding the foregoing, the COALITION shall not be required to provide written notice and a period to cure a breach of the terms and conditions of this Contract by the CONTRACTOR and may terminate this Contract as set forth in Section DD of this Contract. In no event shall a breach of the terms and conditions of the Contract by CONTRACTOR constitute an Event of Default if such failure of performance is caused by or is the result of causes beyond the reasonable control of the CONTRACTOR due to any occurrence commonly known as force majeure as defined in Section CC of this Contract. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract.

In the Event of Default, the COALITION shall be entitled to any and all remedies in law and equity in addition to those remedies set forth in the Contract and the pursuit of said remedies shall survive the expiration or termination of this Contract.

As it pertains to an Event of Default, the COALITION may take one or more of the following contractual remedies or actions:

1. Temporary withhold cash payments pending the CONTRACTOR'S curing of a deficiency.
2. Disallow (which means both the use of funds and any applicable matching credit) all or part of the cost of the activity or action not in compliance.
3. Withhold further project or program awards.
4. Terminate this Contract as set forth in Section DD of this Contract.

#### **CC. Force Majeure And Notice Of Delay From Force Majeure**

The COALITION and the CONTRACTOR agree and acknowledge that neither party shall be liable to the other for any delay, disruption, non-compliance or failure to perform under the Contract if such delay, disruption, non-compliance or failure to perform is neither the fault nor due to the negligence or intentional acts or omissions of the party, its employees or agents and said delay is due directly to acts of God (i.e. hurricanes, tornados, etc.), wars, acts of public enemies (including, but not limited to terrorist related activities), 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 no alternate source of supply is available. In the event of a delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay, disruption, non-compliance related to the party's performance obligation under this Contract.

If the delay, disruption, or non-compliance is excusable under this paragraph, the delay, disruption or non-compliance will not result in any additional charge or cost under the Contract to either party. In the case of any delay, disruption or non-performance that the CONTRACTOR believes is excusable under this paragraph, the CONTRACTOR shall notify the COALITION in writing of the delay, disruption or non-performance and/or the potential thereof within five (5) calendar days after the cause that creates or will create said delay, disruption or non-performance. Notwithstanding the foregoing, the CONTRACTOR shall use every reasonable efforts to adequately prepare for those matters that while considered "acts of God", occur with enough frequency either during certain time periods or events that would make said acts of God reasonably foreseeable (i.e. hurricanes between the months of June through November). For purposes of this paragraph, "preparation" shall mean the creation and implementation of policies and procedures for those acts of God that occur during certain times of the year, or events such as emergency preparedness. Failure to have sufficient policies and procedures in place for those reasonably foreseeable acts of God or other matters as stated above shall

be determinative of whether or not the parties to this Contract shall be able to exercise the remedies as set forth herein.

The foregoing shall constitute the CONTRACTOR'S sole remedy or excuse with respect to the delay, disruption or non-performance. The act of providing written notice to the COALITION in accordance with this section is a condition precedent to the exercise of such remedy. The COALITION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the CONTRACTOR of its decision in writing. The CONTRACTOR, other than for an extension of time, shall assert no claim for damages, against the COALITION. In addition, the CONTRACTOR shall not be entitled to an increase in the Contract price or payment of any kind from the COALITION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising from any delay, disruption, interference, non-performance or hindrance from any cause whatsoever.

If the performance of the CONTRACTOR is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR shall perform, in accordance with the terms and conditions of the Contract, at no increased costs unless the COALITION, in its sole discretion, determines that the delay, disruption or non-performance will significantly impair the value of the Contract to the COALITION, OEL, or the State of Florida. In which case, the COALITION may do any or all of the following: (1) accept the allocated performance or deliverables from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COALITION with respect to products or services subjected to allocation; (2) purchase from other sources (with recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, disruption or non-performance, which purchases may be deducted from the Contract quantity; or (3) terminate this Contract.

#### **DD. Termination**

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. Except as stated in this Section DD as it pertains to transition of services or to complete an agreed upon portion of its work, the CONTRACTOR shall not furnish any further services after it receives a notice of termination from COALITION.
2. Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable or if the Federal government or the State of Florida withdraws or redirects funds upon which the Contract depends, the COALITION may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event the federal, state, and/or local funds upon which this Contract is dependent are withdrawn or redirected, this Contract is terminated and the COALITION shall have no further liability to the CONTRACTOR beyond that already incurred prior to the termination date. Under this circumstance, notice shall be provided 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 shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination.
3. Termination for Cause - This Contract may be terminated by the COALITION for nonperformance or non-compliance by the CONTRACTOR upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event this Contract is terminated for cause by the COALITION, the CONTRACTOR shall be liable for the COALITION'S expenses for additional managerial and administrative services required to complete or obtain services or items from another contractor.

After receipt of a notice of termination, The CONTRACTOR shall do the following:

- a. As of the date of termination notice, stop all work under the Contract to the extent specific in said notice.
- b. Take such action as may be necessary, or as the COALITION may specify to protect and preserve any property related to the Contract which is in the possession of the CONTRACTOR and in which the COALITION or OEL has or may acquire an interest.
- c. Transfer, assign and make available to the COALITION and OEL all property and materials belonging to the COALITION and OEL, upon the effective date of the termination notice of the Contract
- d. Meet all public records law requirements specific under Sections E, Q, R and S of this Contract.

Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Contract. In the event that this Contract is terminated for any reason, the CONTRACTOR agrees to assist the COALITION in the smooth transition of services by promptly providing to the COALITION all of the COALITION'S records and non-expendable property purchased with the COALITION'S funds in the CONTRACTOR'S possession to the COALITION.

**EE. Conflict of Laws and Order of Precedence**

In the event that federal law, Florida Law, the Grant Agreement, the COALITION Plan and/or the COALITION Bylaws conflicts with this Contract, Florida law, federal law the Grant Agreement, the COALITION Plan, and/or the COALITION Bylaws, shall prevail over this Contract. The precedence of the foregoing shall be as follows: (i) federal law (ii) Florida law (iii) Grant Agreement (iv) COALITION Plan and (v) COALITION Bylaws. In the event there is a conflict between the standard core contract and the Attachments, the Attachments shall control unless the standard core contract has been subsequently amended by the COALITION and the CONTRACTOR to address the conflict between the standard core contract and the Attachments in which case the standard core contract will control.

**FF. Severability**

If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the unenforceable provision will be stricken by the COALITION and the remaining terms and conditions remain in full force and effect.

**GG. Counterparts**

This Contract may be executed in counterparts, all of which shall constitute one and the same document.

**HH. Name, Mailing and Street Address of the CONTRACTOR and the COALITION Contacts**

The names, address, zip code and telephone number of the payee for the CONTRACTOR is:

The name, address, zip code and telephone number of the CONTRACTOR'S Contract Manager is:

Broward Regional Health Planning Council, Inc.  
200 Oakwood Lane, Suite 100  
Hollywood, FL 33020  
954-561-9681

Michael De Lucca  
200 Oakwood Lane, Suite 100  
Hollywood, FL 33020  
954-561-9681

The name, address, zip code and telephone number of the COALITION'S Contract Manager is:

Gordia Ross

6301 NW 5<sup>th</sup> Way

Ft. Lauderdale, FL 33309

954-377-2188

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative shall be rendered in writing to all other parties and said notification attached to copies of this Contract. Unless otherwise specified by the Parties, invoices, reports, correspondences, notices, records, and any other documents concerning or related to the Contract shall be submitted to the persons identified above.

**II. Standard Core Contract**

**Attachment I**

**Attachment II**

**Attachment III**

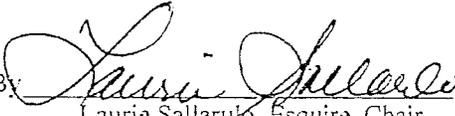
**Attachment IV**

**Attachment V**

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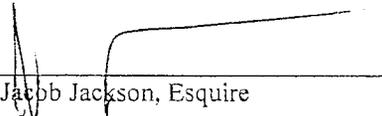
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EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

By   
Laurie Sallaruto, Esquire, Chair

Witness   
Charles M. Hood, III

Approved as to form by  
Jacob C. Jackson, Esquire  
General Counsel  
Early Learning Coalition of Broward County, Inc.

By   
Jacob C. Jackson, Esquire

Federal EID # (or SSN): 65-1060848  
COALITION Fiscal Year Ending Date: 6/30/17

BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC.

SIGNED BY: \_\_\_\_\_  
 Electronic Signature  
NAME: Michael De Lucca  
TITLE: President /CEO

Witness Frank McHorney

Federal EIN # (or SSN): 59-2274772  
CONTRACTOR Fiscal Year Ending Date: 06/30/17

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**  
**ATTACHMENT I**  
**TO STANDARD CONTRACT WITH**  
**Broward Regional Health Planning Council, Inc.**  
**(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care**  
**Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care**  
**Programs)**

**A. Services to be Provided**

**1. Definition of terms**

- (1) **Administrative Services** - Services provided by the Coalition necessary to administer the contracts, coordinate, support and oversee the Early Care and Education Service System.
- (2) **Advance Payment for Coalition Services** - A payment of a portion of the Contract funds available to a Contractor prior to the delivery of services or the expenditure of funds by the Contractor. (Advance payment may be made when authorized by the State's Appropriations Act or expressly authorized by state and/or federal law or the OEL policies for the benefit of not-for-profit corporations or governmental agencies.)
- (3) **Advance Payment for Voluntary Prekindergarten Services** - A payment to VPK service providers as authorized by the OEL, for VPK services prior to the submission of a student's attendance record. All advance payments must be reconciled and adjusted based upon actual student attendance in accordance with the OEL'S Uniform Attendance Policy.
- (4) **Amendment** - A document by which substantial changes are made to the terms of an executed Contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original Contract).
- (5) **Broward County Funded Homeless Program** - A program which supports child care services for homeless children, funded by Broward County Human Services Department.
- (6) **CareerSource Broward, Inc.** - Broward's Regional CareerSource Florida Board responsible for work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.
- (7) **Child Assessment** - An ongoing, systematic process of determining what children in school readiness programs, both individually and collectively, know and can do in relation to their optimal development and overall program goals.
- (8) **Child Assessment Tool** - An instrument designed to examine a child's development, which records assessment results of a child's age-appropriate progress according to developmental norms.
- (9) **Child Care Executive Partnership ("CCEP")** - The CCEP program is a public/private partnership program that helps employers meet the needs of a growing segment of their work force - working parents. Through the program, federal and state funding is "matched" with contributions from local governments, charitable foundations and/or private businesses on a dollar-for-dollar basis to provide child care services to participating families. The program helps communities expand child care funding for lower-income working families and helps employers increase profits by providing valuable work-life benefits for employees. The program's annual budget, fund distributions and policy decisions about administering the program are prepared at the state level. At the local level, the Coalition makes funding decisions, administers the program, manages contributions and determines eligibility for families who want to participate.
- (10) **Child Care Resource & Referral Network ("CCR&R")** - A free service for any family living in or preparing to move to Florida that helps parents identify and select quality child care and early education programs and offers community resources. The Coalition provides resource and referral services for families and childcare Service Providers in their local areas. The local resource and referral program provides the following:

- Acts as a "front door" to families, providing early learning information and referrals and community resources.
  - Maintains a database of all legally operating Service Providers.
  - Provides assistance to those applying for SR or VPK Programs or to families with children who have disabilities or special healthcare needs.
- (11) **Child Care Service Provider** - An individual or organization that provides direct child care services.
  - (12) **Child Care Training Coordination Agency** - An authorized contract provider designated by the Florida Department of Children and Families to coordinate training services for child care personnel, those seeking employment as child care personnel, licensed or registered family child care home operators, and those in the process of becoming licensed or registered family child care home operators.
  - (13) **Children At Risk of Abuse, Neglect, and Exploitation** - Children referred by the Florida Department of Children and Families or its contracted community-based lead agency who are: (a) in families under investigation by the Florida Department of Children and Families or a designated local sheriff's office for abuse, neglect, abandonment or exploitation; (b) in families under the supervision of the Department of Children and Families or its contracted community-based lead agency for abuse, neglect, abandonment or exploitation; (c) in the court ordered long-term custody or under the guardianship of a relative or non-relative following the termination of supervision by the Florida Department of Children and Families or its contracted community-based lead agency; or (d) in court ordered long-term licensed custody. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.
  - (14) **Children's Services Council of Broward County** - A local taxing authority created to plan, coordinate, and fund services for and on behalf of the children of Broward County.
  - (15) **Classroom Assessment Scoring System (CLASS)** - A reliable, research-based observational instrument used to assess quality in preschool classrooms. The CLASS assesses interactions between children and teachers in three major domains of the classroom experience: Emotional Support, Classroom Organization, and Instructional Support.
  - (16) **Clusters** - A group of child care facilities geographically located in a defined area for technical assistance work.
  - (17) **Coalition** - Early Learning Coalition of Broward County, Inc.
  - (18) **Contract** - A formal written agreement between the Coalition and a Contractor for the procurement of services (A formal contract consists of the Standard Contract and all attachments and exhibits).
  - (19) **Contract Manager** - Either a Coalition or Contractor employee designated in the contract responsible for oversight of the Contract (The Contract Manager is responsible for contract compliance and often serves as a liaison between the Coalition and the Contractor).
  - (20) **Contractor** - Those entities that contract directly with the Coalition to provide School Readiness ("SR") or Voluntary Pre-Kindergarten ("VPK") services and/or programs in accordance with Florida statutes and provide monitoring, investigations and/or other oversight functions on behalf of the Coalition to Service Providers.
  - (21) **Cost Reimbursement** - A method of payment used to reimburse a Contractor for actual expenditures incurred in accordance with a line item budget.
  - (22) **Developmental Screening Instrument** - An age appropriate tool or tools, approved by the Coalition, used to screen the age-consistent development of children, birth to school-age.
  - (23) **Differentiated Accountability School Neighborhood** - Geographic area surrounding an elementary school in Broward County, defined by the Superintendent of Broward County Public Schools as a school where students have not demonstrated adequate yearly progress.
  - (24) **Direct Services** - SR Program childcare services or VPK educational services that an approved, contracted Child Care Service Provider delivers to the public.
  - (25) **Disenrollment** - Removing, either temporarily or permanently, a child from SR Program participation.

- (26) **Early Care and Education (Child Care)** - The education, care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made for care.
- (27) **Early Care and Education Programs** - Programs that are developmentally appropriate using researched based curricula that provide the necessary elements to prepare at risk children for school as described in Chapter 1002, Florida Statutes, as may be amended from time to time.
- (28) **Early Care and Education Service System** - An integrated and seamless system of services that ensures all children are emotionally, physically, socially, and intellectually ready to enter school and ready to learn, while fully recognizing the crucial role of parents as a child's first teacher.
- (29) **Early Childhood Educator/Early Childhood Practitioner**- a teacher who works with young children (birth through eight years old) in a classroom setting to ensure that their basic health and safety needs are met while in care and support the development of social-emotional, physical and cognitive skills to prepare them for school and life success.
- (30) **Early Intervention Services** - Services provided through Child Find, by the Children's Diagnostic and Treatment Center, and Florida Diagnostic & Learning Resources System, and other appropriately licensed health professionals to children and families.
- (31) **Early Learning Information System** - A data management system used by the Office of Early Learning, the Coalition and Contractor(s) to manage the Early Care and Education program.
- (32) **Early Learning Regions** - Six (6) geographic regions including: North East, North West, Central East, Central West, South East, and South West for ease of access for quality improvement coach's activities.
- (33) **Early Steps** - Florida's early intervention system that offers services to eligible infants and toddlers (birth to thirty-six months) with significant delays or a condition likely to result in a developmental delay. Early Intervention is provided to support families and caregivers in developing the competence and confidence to help their child learn and develop.
- (34) **ELC 1 Contractor** - The contractor chosen by the Coalition as a result of its procurement activities to perform Child Care Resource & Referral and Family Education Call Center Administration Services on behalf of the Coalition.
- (35) **ELC 2 Contractor** - The contractor chosen by the Coalition as a result of its procurement activities to perform Eligibility and Enrollment and Fiscal Administration for the School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Programs on behalf of the Coalition.
- (36) **ELC 4 Contractor** - The contractor chosen by the Coalition to perform Roads to Child Outcomes on behalf of the Coalition.
- (37) **ELC 7 Contractor** - The contractor chosen by the Coalition to implement Child Care WAGES<sup>2</sup> Florida Program on behalf of the Coalition.
- (38) **Eligibility Determination Services** - Services used to determine whether or not an applicant for financial assistance for School Readiness services or Voluntary Prekindergarten programs is eligible to receive such services under Chapter 6M-4, Florida Administrative Code ("FAC") Chapter 6M-8, FAC, Chapter 6M-9, FAC, or Chapter 1002 of the Florida Statutes, Coalition guidelines, and other applicable law.
- (39) **Enhanced Field System (EFS)** - A data management system used by the Office of Early Learning, the Coalition and Contractor(s) to manage the Early Care and Education program.
- (40) **Environment Rating Scales** - Reliable, research-based assessment tools used to assess the quality of child care settings that include: infant/toddler, preschool, school-age, and family child care settings. Subscales measure the quality of interactions that take place in a setting between and among children, staff, parents, and other adults, and the interactions children have with the many materials and activities in the environment, as well as those features, such as space, schedule and materials that support these interactions.

- (41) **Exhibit** - A document or material object added as an attachment to this Contract.
- (42) **Family Engagement and Support**– An approach in early care and education programs which increases family strengths, enhances child development and reduces child abuse and neglect. It will build on five protective factors that promote healthy outcomes such as parental resilience, social connections, knowledge of parenting and child development, support in time of need, and social emotional competence of children; recognizes and support parents as decision makers and leaders and values the culture and unique assets of each family.
- (43) **FDLRS/Child Find** - The entry point for Exceptional Student Education (ESE) services for birth-to-five-year old children and their families in Broward County. Florida Diagnostic & Learning Resources System (FDLRS)/Child Find refers children from birth to three years of age for Early Steps and evaluation services at the Children’s Diagnostic and Treatment Center located in Broward County.
- (44) **Fiscal Year** - An accounting period of twelve (12) consecutive months. The Coalition’s fiscal year is July 1 through June 30.
- (45) **Fixed Price** - A payment method used when services can be broken down into unit costs (e.g., hours, client days) or a fixed fee (e.g., payment based on delivery of a complete service).
- (46) **Florida Directory of Early Childhood Services (Florida’s Central Directory)** - provides statewide information and referral services for families of children who have disabilities and special health care needs or who are at risk for developmental delays. Florida’s Central Directory operates a national toll-free number (1-800-654-4440), maintains a statewide database, and promotes advocacy, public awareness and education to the community about the services available to those aforementioned populations.
- (47) **Florida Performance Standards** - Developmental goals that are based on the findings of early childhood research and represent the skills that children ages birth to school-age should know and be able to master. The Florida Performance Standards for under school-age children may be downloaded from the State of Florida Office of Early Learning website: <http://www.floridaearlylearning.com>. The Florida Voluntary Prekindergarten Education Standards may be downloaded from the State of Florida Department of Education website: [http://www.floridaearlylearning.com/statewide\\_initiatives.aspx](http://www.floridaearlylearning.com/statewide_initiatives.aspx).
- (48) **Full Time Equivalent (FTE)** A measurement of time paid to employees. (One FTE = 2,080 hours of time paid based on a 40 hour work week.
- (49) **Gold Seal Child Care Center / Gold Seal Family Child Care Home** - Any child care center or home which provides care to children, is accredited by a recognized accrediting association and has achieved a “Gold Seal Quality Care” designation by the state of Florida pursuant to Section 402.281, Florida Statutes and 65C-20.014, Florida Administrative Code. The Florida Department of Children and Families maintains the official list of Gold Seal Centers and Homes.
- (50) **Gold Seal Quality Care Program** - The state of Florida program that is overseen by the Florida Department of Children And Families (“DCF”) which provides a “Gold Seal Quality Care” designation to those child care facilities, large family child care homes and family day care homes that have been approved by state-recognized accrediting agencies in terms of meeting quality care standards that are in addition to the state’s minimum licensing standards pursuant to Section 402.281, Florida Statutes and 65C-20.014, Florida Administrative Code.
- (51) **Grant Agreement**- the most current agreement between the Office of Early Learning and the Coalition that funds the VPK and SR programs and services for Broward County via a grant from the Office of Early Learning to the Coalition.
- (52) **Health and Safety Monitoring** - Monitoring services for informal child care arrangements set forth in 45 C.F.R § 98.41. Monitoring services ensure that environments are healthy and safe for children who receive financial assistance for school readiness services. Such services include inspecting for compliance and investigating complaints prior to enforcement procedure and appropriate actions.
- (53) **Health Report** - A report that includes Department of Health Forms #680 and #3040 which are prepared by a physician and used to document the results of the Health Screening as required by Florida Statutes.

- (54) **Health Screening** - Services provided to children that may include, but are not limited to: health assessments, well-child check-ups, assessment and/or provision of childhood immunizations, dental screenings, vision screenings, nutritional screenings, and hearing screenings.
- (55) **Inclusion Specialist** - a master teacher with credentials and expertise in working with children with special needs, who provides specialized professional development and consultations to other master teachers and other early learning program staff. A person in this position will also be responsible for ensuring Warm Line/Inclusion services available to providers regardless of position/funding/title.
- (56) **Inclusion Warm-Line Services ("Warm-Line")** - Services that provide assistance and consultation about including children with disabilities and special health care needs. This service is available to any early care and education provider requesting information relating to disability and special health care needs of children. The warm-line is provided through a regional toll-free call line that provides assistance and consultation to child care facilities and family child care homes regarding health, developmental, disability, and special needs issues of the children they are serving, particularly children with disabilities and other special needs in accordance Section 1002.82 (2)(r), Florida Statutes.
- (57) **Income Eligible** - Children eligible for school readiness services pursuant to the applicable rules under the Florida Administrative Code.
- (58) **Indirect Costs** - Costs incurred for common or cooperative objectives that cannot be readily identified to a final cost objective program or service.
- (59) **Individual Educational Plan (IEP)** - A written statement for a student with a disability that is developed, reviewed, and revised in accordance with Florida Administrative Code 6A-6.03011 through 6A-0361. This early intervention plan is developed to support children ages 3 to 21, by an IEP Team comprised of the parents of the child; one regular education teacher of the child (if the child is, or may be, participating in the regular education environment); one special education teacher of the child, or where appropriate, not less than one special education provider of the child; a representative of the public agency who is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities; is knowledgeable about the general education curriculum; and is knowledgeable about the availability of resources of the public agency; an individual who can interpret the instructional implications of evaluation results; other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate (invited at the discretion of the parent or the agency).
- (60) **Individualized Family Support Plan (IFSP)**: A written statement for a child under three years of age with identified developmental delays or a diagnosed physical or mental condition that has a high probability of resulting in developmental delay. This early intervention plan is developed by the family and the Early Steps program for children who need early intervention services because the child is experiencing developmental delays, as measured by appropriate diagnostic instruments and procedures in one or more of the areas of cognitive development, physical development, communication development, social and emotional development, and adaptive development; or has a diagnosed physical or mental condition that has a high probability of resulting in developmental delay.
- (61) **Individualized Plan** - A plan that addresses each child's individual developmental needs as determined by a developmental screening tool. (The plan's components include, but are not limited to strengths and weaknesses related to developmental growth; developmental goals and objectives; and activity implementation plans for teachers and families.)
- (62) **Informal Child Care** - An unregulated child care arrangement either in the child's home or other home and provided by a relative or non-relative.
- (63) **Informal Child Care Provider** - A School Readiness provider (relative, neighbor, or friend) that is not a regulated provider that is licensed by the Florida Department of Children and Family Services or a local licensing agency which meets or exceeds the state's minimum standards, or a public school.
- (64) **Invitation To Negotiate (ITN)** - A written solicitation for competitive sealed replies to select one or more Contractors with which to commence negotiations for the procurement of commodities or contractual services.
- (65) **Invoice** - A standardized form used by the Contractor to request payment from the Coalition.

- (66) **Link** - The completion of the referral process in which a family successfully connects with a third party service provider.
- (67) **Local Match** - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent on receiving other funds.
- (68) **Master Teacher** – Highly skilled professionals whose primary role will be to visit classrooms and coach teachers using reflective practice to improve and implement high quality instruction and support overall learning experience for children.
- (69) **Master Teacher Team** – A team of professionals made up of a supervisor, general Master Teachers, Master Teacher(s) with specialization in working with children with special needs and Master Teacher assistant(s) which will be connected to a specific number of centers within a cluster.
- (70) **Method of Payment** - A payment specification which includes the maximum dollar amount of the Contract, the manner in which the Contract costs shall be displayed on invoices, the frequency with which invoices shall be submitted to the Coalition, and any special conditions pertaining to payment of the Contract invoices.
- (71) **Monitoring** - Actions, activities and practices used by the Coalition to determine and verify a Service Provider and Child Care Service Provider's use of funds and programs are in compliance with the requirements of the VPK, SR, or other early learning program, as set forth in the Florida Statutes, state rules, procedures of the Coalition and OEL.
- (72) **Office of Early Learning ("OEL")** - OEL is the lead agency for the CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, the SR Program (CCDF), the CCR&R Program, the CCEP Program and the VPK Education Program.
- (73) **Other Cost Accumulator Code (OCA)** - Codes used to track expenditures and monitor awards of early education grant program funds in a uniform way to ensure the OEL credits all expenditures of federal and state funds to the appropriate funding sources and benefitting programs.
- (74) **Parent Fee** - The parent's co-payment for child care services as based on the Federal Poverty Level and the Early Learning Coalition of Broward County, Inc.'s approved sliding fee scale, taking into account family size and household income.
- (75) **Parents As Teachers (PAT)** - Parents as Teachers (PAT) is a parent education and family support program serving families throughout pregnancy until their child enters kindergarten, usually age five (5).
- (76) **Positive Behavior Support Approach (PBS)** - A collaborative, assessment-based approach to develop effective, provider interventions and strategies for parents that improve the social emotional environment and prevent and/or address children with challenging behaviors.
- (77) **Pre-assessment** - A formal process whereby the appropriate Environment Rating Scale(s) and/or Classroom Assessment Scoring System (CLASS) assessment is used in a family child care home or child care center, according to the Coalition's approved QRIS Rating Protocol, to determine baseline quality of a child care facility's environment.
- (78) **Prevailing Market Rate** - The 75th percentile of the market rate as determined by an annual market survey of child care rates of providers in a community. The prevailing market rate for the county is established from collected rates.
- (79) **Professional Development** – Skills and knowledge attained for both personal development and career advancement. Professional development will include facilitated learning opportunities. To the maximum extent possible, these facilitated learning opportunities must be outcomes driven, linked to college credits, and align with the Florida Office of Early Learning Core Competencies and Developmental Standards (<http://www.floridaearlylearning.com>).
- (80) **Project Cost** - The total (direct and indirect) cost of providing services as negotiated through the procurement process, including all supporting funds.

- (81) **Provider** - An individual or organization providing direct early care and education services to children.
- (82) **Provider Contract** - An agreement for service that defines established criteria for the delivery of Early Care and Education Program services by a Child Care Service Provider and may also define an established rate of payment for a specified unit of direct services.
- (83) **Quality Counts – Quality Rating and Improvement System (QRIS)** which is a voluntary avenue for continuous quality improvement in early care and education services for children and families. The system uses stars to designate ratings for legally operating early care and education centers and family child care homes serving children from birth through 5 years old.
- (84) **Quality Improvement Coaching/Mentoring** - On-site assistance to child care providers coordinated with site leadership, to build and facilitate the implementation of a QIP, organized around environment rating scale and/or CLASS assessment results, to increase the quality of services delivered by the child care service provider.
- (85) **Quality Improvement Matching Grant** - A grant of up to a set amount approved by the Coalition, per child care center or per Family Child Care Home. The grant is awarded to qualified sites participating in *ELC 4 Road to Child Outcomes Initiative*. A portion of each grant amount must be matched by the participating site.
- (86) **Quality Improvement Mini Grant** - A grant of up to a set amount approved by the Coalition, per child care center or per family child care home. The grant is awarded to qualified sites participating in *ELC 4 Road to Child Outcomes Initiative*.
- (87) **Quality Improvement Plans (QIP)** – An action plan with benchmarks and goals which is developed in collaboration with the Master Teacher and the Center Director based on the results of various assessments.
- (88) **Quality Improvement Supports (QIS)** - Focused technical assistance and/or training in pertinent areas targeting provider needs as determined by quality rating system results that are linked to positive child outcomes and are designed to increase the quality of services delivered by direct child care service providers.
- (89) **Quality Rating and Improvement System (QRIS)** - A County-wide, multi-agency effort to determine and advance the quality of early care and education.
- (90) **Quality Rating System (QRS)** - A process to improve and assess the quality of child care settings according to pre-determined research-based criteria.
- (91) **Rating** - A formal process whereby a site is given a star rating using the Coalition approved QRIS Rating Protocol.
- (92) **Referral** - Linking a child's family with the appropriate community Service Provider.
- (93) **Regional CareerSource Florida Boards** - Florida legislatively created boards that are administered by CareerSource Florida, Inc., and established to provide workforce development services. These boards have the responsibility for overseeing work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.
- (94) **Relative Caregiver Program** - Child care provided for children who have been adjudicated dependent, have an approved home study and the court has placed either with a relative under protective supervision or where the relative has been granted temporary custody by the court (the child must be a recipient of the cash payment as part of the Relative Caregiver Program).
- (95) **Reliable Observers/raters/assessors** – Highly skilled professionals who reach an acceptable level of reliability according to standards set by the authors of a nationally normed, research based specific rating tool used to measure various early childhood practices.
- (96) **Respite Child Care** - Care provided to alleviate a crisis. (A crisis is defined as an acute situation, which places children at risk due to parental emergency, need for respite, lack of resources, special needs of the child, or extenuating circumstances beyond the family's control requiring short term assistance to increase family stability and decrease risk potential.) The family must be a TANF recipient to receive respite services. The child care could be as limited as part-time care, or it could be for a period of less

than twenty-four hours per day on a regular basis. The maximum benefit period is thirty days per child during the State of Florida's recognized fiscal year.

- (97) **School Board** - The School Board of Broward County, Florida (SBBC) also known as Broward County Public Schools.
- (98) **School Board Calendar** - Calendar designed by the School Board of Broward County (SBBC), based on the SBBC approved calendar for the current school year.
- (99) **School Readiness Act and Voluntary Prekindergarten Implementing Legislation** - Legislation enacted by the Florida Legislature pursuant to Florida Statutes, establishing the parameters by which to provide authorized school readiness and VPK services and programs in order to prepare children for school.
- (100) **School Readiness (SR) Program** – The Florida SR Program offers financial assistance to low-income families for early education and care so they can become financially self-sufficient and their young children can be successful in school in the future. The SR program has three specific eligibility requirements:
  - 94.1 Parent(s)/guardian(s) must be working or participating in an educational activity, such as attending college or trade school at least 20 hours per week or a total of 40 hours per week for a two-parent household.
  - 94.2 Gross Income must be at or below 150 percent of the federal poverty level for family size to enter the program.
  - 94.3 Families must pay a copayment for child care based on income and family size unless waived in accordance with the CCDF State Plan.
- (101) **School-age Care** - Care provided to children who are at least five years of age and enrolled in kindergarten up to 13 years of age for before-school, after-school, non-school days, and summer care; and children under 19 who are either physically or mentally incapable of self-care or under court supervision.
- (102) **Service Provider** - An entity that has agreement with the Coalition and/or a Contractor to provide Voluntary Pre-Kindergarten ("VPK") or School Readiness ("SR") program services directly to children in Broward County in accordance with Florida Statutes. For purposes of this policy and procedure, Service Provider shall have the same meaning as the term "Provider" in statewide agreements for VPK and SR created by the Office of Early Learning or any other governing state agency for the Coalition.
- (103) **Single Point of Entry ("SPE")** – Allows parents to enroll children either in person in SR or VPK programs. The SPE shall allow parents to enroll children either in person, by telephone or through a website. The SPE shall provide a uniform waiting list ("UWL") to track eligible children waiting for enrollment in the SR Program in accordance with Rule 6M-4.300, Florida Administrative Code.
- (104) **Single Statewide Information System** – The single statewide information system is a statewide centralized technology system to provide critical information to early learning parents, partners and providers. The anticipated benefits of the single statewide information system include, but may not be limited to, the following:
  - 97.1 streamlined administrative processes for attendance tracking, eligibility processing and provider payments,
  - 97.2 data sharing opportunities for educators, parents, providers and state agencies, and
  - 97.3 easy online access to child care resources and referral information for early learning programs.
- (105) **Slot** - A funded unit of financially assisted child care services.
- (106) **Slot Management** - The system of forecasting, tracking, reporting, and analyzing slot utilization and ensuring that enrollments occur in accordance with Coalition priorities, policies and funding parameters, in order that resources are maximized and fiscal soundness is maintained.
- (107) **Special Needs** - Children, as defined in Section 445.023, Florida Statutes, who are applicants or clients of the school readiness program and who have been determined by the Contractor and/or the Coalition to meet the eligibility criteria set forth in Chapter 60M-4, Florida Administrative Code.
- (108) **State Child Care Resource & Referral Network** - The statewide child care resource and referral network created pursuant to Section 1002, Florida Statutes.

- (109) **Subrecipient** – A non-state entity that receives federal/state financial assistance directly from OEL or the ELC to provide goods and/or services that demonstrate the contract relationship characteristics that OMB Circular 133-A subpart B, section .210 describes.
- (110) **Subcontractor** - Agencies, individuals, or organizations with which a Contractor may contract to perform particular areas of the Core Service Components. Subcontractors may not be permitted in all cases and may be subject to the approval of the Coalition prior to hire.
- (111) **TANF Recipient** - A person who receives temporary cash assistance or a family member of that person as defined in 45 C.F.R. Part 260 and § 414.045, Florida Statutes.
- (112) **Technical Assistance** - Quality Improvement Support provided to child care service providers. Services are offered through a Quality Improvement Plan designed by child care service providers in collaboration with the ELC 4 Contractor and organized around needs identified by the appropriate environmental rating scale assessment and linked to positive child outcomes.
- (113) **Temporary Assistance to Needy Families (TANF)** - The federal economic assistance program to families administered under the Florida Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.
- (114) **Temporary Cash Assistance** - A state and local assistance program that provides temporary financial aid to eligible low-income families.
- (115) **Transitional Child Care (TCC)** - Families determined eligible by CareerSource Florida, Inc. for Transitional Child Care services that may enter school readiness services (based on Coalition enrollment priorities) and continue to receive school readiness services until the family income exceeds 200% of the federal poverty level.
- (116) **Unified Waiting List (UWL)** - The list of children whose families are deemed preliminarily eligible for financial assistance for child care services in the county and are waiting for said care.
- (117) **Unit Cost Reimbursement** - A payment method used to reimburse for each unit served.
- (118) **USDA Child Care Food Program** - The Program that serves nutritious meals and snacks to children who are enrolled for care at participating child care centers and family child care homes. This is authorized in Section 17 of the National School Lunch Act (42 U.S.C. 1766). Program regulations are issued by the U.S. Department of Agriculture (USDA) under 7 C.F.R. Part 226.
- (119) **Vendor** - According to Federal regulations, OMB Circular A-133, Subpart B Section 210, a vendor is dealer, distributor, merchant or seller who provides the goods and services within normal business operations; provides similar goods or services to many different purchasers; operates in a competitive environment; provides goods or services that are ancillary to the operation of the federal program; and is not subject to compliance requirements of the federal program.
- (120) **Voluntary Prekindergarten (“VPK”) Education Program** - A free educational program that prepares 4-year-olds for success in kindergarten and beyond. Children must live in Florida and be four (4) years old on or before September 1st of the current year to be eligible. The program helps children build a strong foundation using educational materials that fit their developmental needs. Private child care centers (including family child care homes), public schools, and specialized instructional service providers may offer VPK. Parent may choose from one of the following programs:
- 114.1 School-year program – 540 instructional hours. Class size of 20 or fewer students. Instructors must hold a Birth through Five Florida Child Care Professional Credential.
  - 114.2 Summer program – 300 instructional hours. Class Sizes of 12 or fewer students. Instructors must hold a bachelor’s degree.
  - 114.3 Specialized Instructional Services Program – Hours vary by instructional service provided. For children with disabilities who have current individual education plans developed by local school districts.
- (121) **Voluntary Prekindergarten Education Program (VPK) Monitoring** - Monitoring services that verify a Voluntary Prekindergarten provider’s compliance with the requirements of the VPK program as set forth in the Florida Statutes, state rules, procedures of the Coalition and the Office of Early Learning.

- (122) **Welfare Transition Program** - Formerly, Work and Gain Economic Self-Sufficiency (WAGES) program that was implemented statewide on Oct.1, 1996, in accordance with Chapter 414, Florida Statutes and which provides eligible clients with temporary cash assistance.
- (123) **Wraparound Services** - An array of comprehensive services which address family and child basic health, mental health, educational, psychosocial, and related needs and support and enhance school readiness.

## **2. General Description**

### **a. General Statement**

Through this Contract, the CONTRACTOR shall facilitate efficient, effective customer-friendly access to financial assistance for eligible families seeking School Readiness services, families seeking Voluntary Prekindergarten (VPK) for their children, and Financially Assisted Child Care services; including child care resource and referral services for referral clients, eligibility determination and application processing, along with efficient and effective management of School Readiness, Voluntary Prekindergarten (VPK), and Financially Assisted Child Care slots, and ensure accurate and timely reimbursement to providers of early care and education services for children enrolled in School Readiness, VPK, and Financially Assisted Child Care programs.

### **b. Authority**

- (1) Authority for monitoring of educational requirements and health and safety is provided in Chapter 1002, Florida Statutes; 45 C.F.R. Part 98 and other applicable provisions of federal and state law that may be amended from time to time.
- (2) Authority for the Office of Early Learning oversight and for the local Early Learning Coalitions is provided in Sections 1002.81-1002.97, Florida Statutes, and Chapters 6M-4, 6M-8 and 6M-9 of the Florida Administrative Codes; said laws, rules, and regulations may be amended from time to time.
- (3) Authority for TANF services and CareerSource Florida services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260 and Sections 414.045, 414.1585, 445.017 and 445.032, Florida Statutes, as may be amended from time to time.
- (4) Authority for child care services is provided in Sections 445.023, and Chapter 1002, Florida Statutes; Child Care Development Block Grant, 45 C.F.R. Part 98 (Child Care and Development Fund) and Part 99 (Procedures for Hearings for Child Care Development Fund). Chapters 65C-20 (Family Day Care Standards and Large Family Child Care Homes), and 22 (Child Care Standards), Florida Administrative Code; said laws, rules, and regulations may be amended from time to time.
- (5) Authority for Child Care Resource and Referral is provided in Section 1002.92, Florida Statutes, as may be amended from time to time.
- (6) Authority for processing requests for payments from child care providers is provided in Sections 215.422 and 287.0585, Florida Statutes, and Chapter 69I-24, Florida Administrative Code (Payment of Vouchers by State Warrant).
- (7) Authority for the Child Care Executive Partnership/Purchasing Pool is provided in Section 1002.94 Florida Statutes, as may be amended from time to time.
- (8) All other applicable Florida Statutes, Florida Administrative Code, Federal Statutes and Federal Code, as amended from time to time.

(9) The Grant Agreement between OEL and the COALITION.

**c. Scope of Service**

The CONTRACTOR shall provide child care resource and referral services to referral clients, eligibility determination, and application processing, services to eligible families who reside in Broward County, and slot management and provider payment services to the providers chosen by families for care based on goals and objectives as determined by the CONTRACTOR and the COALITION. The CONTRACTOR shall coordinate services in an effort to maximize public and private cooperation, be cost effective, and minimize barriers to accessing these programs. The CONTRACTOR will develop a system to implement and administer those programs in accordance with the procedures and requirements referenced in Section 1002.51 through 1002.94, Florida Statutes, and associated Rules 6M-4, 6M-8, and 6M 9.3 FAC, to achieve the performance standards and outcome measures as specified by the Office of Early Learning, a division of Florida's Department of Education, and local rules and guidance, as provided by the COALITION. The CONTRACTOR will continue to work with community partners to develop and administer comprehensive School Readiness, Financially Assisted Child Care, Child Care Executive Partnership, and Voluntary Prekindergarten programs that prepare children birth through twelve years of age to succeed in school and in life. This ongoing process involves building on existing services, working in cooperation with other programs for young children, and coordinating and integrating program funding and services to achieve maximum child outcomes, efficiency of program administration and full accountability, and effectiveness of funding allocations.

**d. Major Program Goals**

- (1) To ensure that the School Readiness, Financially Assisted Child Care, Child Care Executive Partnership (CCEP), Teenage Parent, and Voluntary Prekindergarten (VPK) programs do not exist as isolated programs, but they build upon existing services working in cooperation with existing programs for young children ensuring coordination, funding integration and the achievement of full effectiveness for greater child gains.
- (2) Be committed to operations based on data driven decisions that help strengthen programs, improve outcomes, and document the collective impact of the quality efforts throughout the county.
- (3) To ensure the continued development of a sustainable system that supports the pursuit of quality in environments and interactions in early care and education settings, with providers, child care professionals and children and their families.
- (4) To prepare children for success in school; to involve parents as their child's first teacher, support family skill building, and to provide an integrated, seamless system of quality services that are evidence and/or research-based, and developmentally appropriate.
- (5) To provide smooth access for families to financial assistance for School Readiness services by serving as the single point of entry for eligibility determination/redetermination and application processing of financial assistance for School Readiness services, in accordance with the State of Florida and COALITION requirements.
- (6) To ensure that eligible families have access to the maximum amount of financial assistance for School Readiness services (slots) possible with available funding.
- (7) To increase At-Risk and temporary cash assistance parents'/guardians' ability to be well informed consumers in selecting settings for their children that are likely to enhance their children's learning, school readiness, and subsequent success in school and in life by

serving as an accessible source of consumer information about early care and education and school-age care choices, availability, quality indicators, and direct service provider status.

- (8) To provide smooth access to Voluntary Prekindergarten services by serving as the single point of entry for verification of child eligibility for the Voluntary Prekindergarten Education program, in cooperation and coordination with local providers.
- (9) To support School Readiness, Financially Assisted Child Care, and Voluntary Prekindergarten providers in their ability to maintain financial viability by making accurate, on-time payments for services provided to eligible families.
- (10) To maintain the Unified Waiting List for School Readiness services and by keeping parents informed of their eligibility/application status.

### 3. Clients to be Served

#### a. General Description

- (1) The target number of unduplicated families to be served during this Contract period is 15,675 families, with child care resource and referral services provided to referral clients.
- (2) The CONTRACTOR shall assign a maximum number of children in school readiness slots based on the available School Readiness, Child Care Executive Partnership, and Financially Assisted Child Care funds with the target number of monthly slots being 9,750 as set forth in **Exhibit A of Attachment I** of this Contract.
- (3) The CONTRACTOR shall use all efforts to ensure that the monthly enrollment for children in the VPK school year program target is 14,500 students. The CONTRACTOR shall use all efforts to ensure that the number of children enrolled in the VPK summer program target is 1,000 students.
- (4) The CONTRACTOR shall coordinate the Teen Parent Program (“TPP”) data with the Broward County Public Schools according to OEL guidance.

#### b. Client Eligibility Determination

- (1) Financial assistance for school readiness funded early care and education services are available to eligible Broward County residents as funding permits and in accordance with statutory and local priorities. Subject to funding levels, financial assistance shall be available to eligible children under 13 years of age. Once a child is deemed eligible and enrolled for participation, the child may remain in the program although the parents’ responsibility for the cost of care may change pending re-determination of eligibility and household income reviews.
- (2) Priority for enrollment in financially assisted school readiness funded services shall be given to children with **residence in Broward County** in accordance with the COALITION’S approved plan, who meet one or more of the criteria, as cited in Sections 1002.87 and 1002.94, Florida Statutes, as amended from time to time, prior to enrollment and shall be re-determined in accordance with all applicable laws and regulations, and COALITION policies, as may be amended from time to time.
- (3) The eligibility determination and re-determination processes for School Readiness must comply with Rule 6M-4, Florida Administrative Code and the OEL rules, policies, and procedures, as amended from time to time, as well as local COALITION policy provided such policy is made known in advance to the CONTRACTOR and is not in conflict with the OEL rules, policies or procedures or this Contract.

- (4) Child care resource and referral services are available to all referral clients who are seeking child care, voluntary pre-kindergarten, and other early learning resources, early learning referrals, consumer education resources relating to early care and education, and information regarding community resources relating to early care and education.
- (5) Voluntary Prekindergarten (VPK) services are available to all children who reside in the State of Florida and attain the age of four (4) years on or before September 1<sup>st</sup> of the school year, without regard to income.
- (6) Eligibility for Broward VPK participation must be determined and documented in accordance with the OEL policies, as may be amended from time to time. Preliminary screening for families potentially eligible for VPK services shall include, at a minimum, an official document that attests to the child's age and proof of State of Florida residency.

**c. Client Eligibility and Enrollment**

- (1) The CONTRACTOR shall verify the citizenship and immigration status of SR participants. Participants must be U.S. citizens, U.S. noncitizen nationals, or qualified aliens. These citizenship and immigration status verification requirements do not apply to children benefiting from programs subject to Head Start Performance Standards with combined Head Start and CCDF funding support.
- (2) Persons applying for services shall be notified of the right to a review in cases of a determination of ineligibility or termination, suspension or reduction in services. Procedures for reviewing the cases of families who request this review shall be in place. In case of dispute, the COALITION shall make the final determination of continued participant eligibility.
- (3) Upon receipt of a referral for child care services for at-risk children or children of families receiving TANF or transitioning off TANF, the COALITION shall act upon the referral within 10 calendar days of referral receipt to determine eligibility for SR services. If services cannot be provided within ten (10) calendar days from receipt of a referral, written notification shall be submitted to the referring agency and to the COALITION no later than close of business ten (10) calendar days from the receipt of referral.
- (4) Eligibility determinations for new applicants shall be delivered timely; determination services shall be made within 30 calendar days of the date of the application. Action in response to updated eligibility information shall be taken within 10 days of receipt of the updated information.
- (5) Upon determining eligibility, the CONTRACTOR shall assist families with selecting providers, based on parental choice.
- (6) The CONTRACTOR shall determine parent/guardian and child eligibility for CCEP funding. Eligibility is limited to low-income working parents whose family income does not exceed 200 percent of the federal poverty guidelines.
- (7) The CONTRACTOR shall verify and determine child eligibility for VPK based on age and residency requirements that Rule 6M-8.200, FAC establishes.

**B. Schedule and Description of Deliverables**

**1. Service Tasks**

**a. Task List—General**

- (1) The CONTRACTOR shall conduct all responsibilities of SR and CCEP enrollment, and eligibility services consistent with 45 C.F.R.98, Sections 1002.81-97, Florida Statutes, Rule 6M-4 F.A.C., OEL, and the COALITION policies and procedures.
- (2) The CONTRACTOR shall be responsible for the Voluntary Pre-Kindergarten Program (a state constitutional entitlement), including enrollment and eligibility, consistent with Sections 1002.55-79, Florida Statutes, Rule 6M-8 F.A.C. and the COALITION approved policies and procedures.
- (3) The CONTRACTOR shall conduct all enrollment and eligibility services and the Financially Assisted Child Care program in accordance with the Program Overview, attached as **Exhibit G** and mandates as required by the Children's Services Council.
- (4) The CONTRACTOR shall ensure that the COALITION and state mandates are met within existing resources while maintaining a balance of quality and quantity of service.
- (5) The CONTRACTOR shall develop, coordinate, and deliver a comprehensive program of eligibility/enrollment and redetermination for all program areas.
- (6) The CONTRACTOR shall provide Child Care Resource & Referral Services to referral clients, as indicated in Rule 6M-9.3, Florida Administrative Code, and the CCR&R Program Requirements (**Exhibit D of Attachment I** of this Contract).
- (7) The CONTRACTOR shall develop, and deliver a comprehensive program of parent services.
- (8) The CONTRACTOR shall develop, coordinate, and deliver a comprehensive program of provider payment services in accordance with OEL policies, COALITION policies, the COALITION'S Provider Agreements for School Readiness, VPK, and Financial Assisted Child Care services, and the approved COALITON Plan.
- (9) The CONTRACTOR shall actively work with the COALITION to ensure that all available funds for slots are spent on slots and the slot budget shall not be exceeded each year.
- (10) The CONTRACTOR shall submit a Continuity of Operation Plan (COOP) to the COALITION within the first 30 days of contract execution. The COOP shall include the CONTRACTOR'S plans to continue operations during natural disasters, local emergencies or other emergency situations requiring significant changes in operations. The plan shall include pre-disaster planning, including but not limited to record protection, alternative child care accommodations, supplies and a recovery plan that would allow the CONTRACTOR to continue functioning as per the Contract in the event of an actual disaster.

**b. Task Limits**

- (1) Eligibility determination, application processing, slot management and provider payment services for School Readiness programs are limited to residents of Broward County.
- (2) Eligibility determination, application processing, slot management and provider payment services for CSC funding is limited to COALITION approved providers who have received a 3, 4, or 5 star rating in the Quality Counts Rating Improvement System, participate in the Positive Behavior Support model, are identified C-QuELL Child Care Service Providers, or are accredited by the Accredited Professional Preschool Learning Environment (APPLE), Council on Accreditation (COA), National Accreditation Commission for Early Care and Education Programs (NAC), National Association for the Education of Young Children (NAEYC).

- (3) Eligibility determination and application processing services for VPK are limited to residents of Florida.
- (4) Children in Foster Care, age birth to school entry, must attend a child care facility in compliance with Rule 65C-13.030(2)(d), Florida Administrative Code.
- (5) Slot management and payment services for VPK programs are limited to residents of Florida who enroll in Broward County VPK programs.

## 2. Staffing Requirements

### a. Staffing Requirements and Qualifications

- (1) The CONTRACTOR shall maintain sufficient and qualified staff to deliver the agreed upon services required by this Contract.
- (2) The CONTRACTOR shall ensure that staffing patterns and staff qualifications maintain an adequate administrative organizational structure and support staff sufficient to provide the services described herein, including backup plans when turnover occurs, with the capacity to provide services in English, Spanish, Portuguese, and Creole.
- (3) The CONTRACTOR shall serve customers in their preferred language and be culturally sensitive to all callers. When a staff person is not available who speaks the customer's preferred language, an effort must be made to utilize a translation service.
- (4) The CONTRACTOR shall consider *Key Personnel* to include all staff identified in **Composite Exhibit B of Attachment I** of this Contract.
- (5) The CONTRACTOR shall provide and/or ensure continuous quality improvement training to 100% of staff.
- (6) The CONTRACTOR shall ensure that ongoing training and quality assurance is conducted with eligibility staff as required by the CCR&R program requirements.
- (7) The CONTRACTOR shall submit and maintain personnel job descriptions that reflect the ability of the CONTRACTOR to fulfill the service obligations under the contract, ensuring that all staff and any subcontractor staff are appropriately qualified based on COALITION previously approved job descriptions which coincide with the job titles set forth in **Composite Exhibit B of Attachment I** of this Contract.
- (8) The CONTRACTOR shall ensure that all applicable staff and subcontractor staff are appropriately qualified, consistent with Rules 65C-22, Florida Administrative Code, the State Child Care Resource and Referral Program Requirements (**Exhibit D of Attachment I** of this Contract), and any other applicable state, federal and county laws and regulations, that may be amended from time to time.
- (9) The CONTRACTOR shall ensure eligibility staff providing services to at-risk or temporary cash assistance families receives child care resource and referral certification as defined in the CCR&R requirements that may be changed from time to time by the Office of Early Learning (OEL).
- (10) The CONTRACTOR or its agent shall agree to notify CareerSource of all entry level employment opportunities associated with this Contract.
- (11) The CONTRACTOR shall furnish and maintain current organizational charts listing positions that affect the COALITION'S business operations and lines of authority for each service component identified in this Contract. The COALITION must be notified within twenty four (24) hours of changes to the organizational structure that affects the

operation of the COALITION'S services. Such notification must show how this change affects services provided through this Contract.

- (12) The CONTRACTOR will comply as applicable with the personnel costs-time distribution requirements as set forth in the Grant Agreement.

**b. Background Screening**

The CONTRACTOR, its employees, its subcontractors and/or its volunteers must submit to the appropriate background screening in accordance with Section 435.04, Florida Statutes prior to performing or providing any work or services under the Contract. As part of this requirement, the CONTRACTOR shall do the following:

- (1) Register with the Florida Department of Law Enforcement ("FDLE") and have all of its employees assigned to work on this Contract screened in a manner consistent with Section 943.0542, Florida Statutes.
- (2) Ensure that any Subcontractor it retains who meets the definition of a "qualified entity" as defined in Section 943.0542, Florida Statutes registers with FDLE and have all of its employees assigned to this Contract screened in a manner consistent with section 943.0542, Florida Statutes. For purposes of this Section, a "qualified entity" means a business or organization, whether public, private, operated for profit, operated for nonprofit or voluntary, that provides care or care placement services.
- (3) Obtain the following documentation for new employees prior to the first day of employment and maintain on file at the CONTRACTOR for appropriate monitoring and audit purposes verification for all personnel of the CONTRACTOR and any Subcontractor, if applicable, and unless excluded as described below, assigned to work on the Contract:
  - (a) Passing the Level 2 background screening standards as set forth in Section 435.04, Florida Statutes. This background screening shall include, but not be limited to local and state criminal records check prior to employment, which shall include: a driver's license check through the State of Florida's Division of Motor Vehicles, a Broward County Clerk of Court check; an FDLE criminal background check
  - (b) The highest level of education claimed, if required by the position
  - (c) All applicable professional licenses claimed, if required by the position, and
  - (d) Applicable employment history, if required by the position
  - (e) Documentation that the individual complies with the background screening requirements set forth in Section 943.0542, Florida Statutes.
- (4) Obtain no later than ten days after beginning employment and subsequently maintain on file at the offices of the CONTRACTOR for appropriate monitoring and audit purposes the above verification of new personnel assigned to the Contract
- (5) Insure that a Level 2 background screening has been done on its employees no earlier than five (5) years before the effective date of this Contract. This screening shall be accepted as in compliance with this provision.
- (6) Shall update the background screening before the anniversary date of the initial background screening check, and every five years thereafter, if the individual continues to perform under this Contract.
- (7) Update the background screening of an individual if there is a 90-day lapse in employment from working on this Contract in which case the person shall be rescreened before being assigned to this Agreement.
- (8) Arrange for and pay any and all costs for background screening.

- (9) Require each employee it assigns to a contract with the CONTRACTOR to notify the CONTRACTOR within ten (10) days of being arrested for any criminal offense. CONTRACTOR shall provide written notification of the COALITION within twenty-four hours of receipt of notice from its employees of an arrest for any criminal offense.
- (10) Review the alleged offense, determine if the offense is one that would exclude the employee under a Level 2 screening and if so, remove the employee from work on the Contract.
- (11) Prevent the employee or agent from continuing their work on the Contract until the employee is cleared of all charges.
- (12) The board of directors and the volunteers of the CONTRACTOR who interact with children on an intermittent basis for less than ten (10) hours per month are not required to be background screened as long as a person who meets the background screening requirements of this Contract has the board member or volunteer in his or her line of sight during any interaction with children.
- (13) The CONTRACTOR shall require its Subcontractors to do the following:
  - (a) Require each employee or agent it assigns to a contract with the CONTRACTOR to notify the CONTRACTOR within ten (10) days of being arrested for any criminal offense.
  - (b) Review the alleged offense, determine if the offense is one that would exclude the employee under a Level 2 screening and, if so, remove the employee or agent from work on the contract.
  - (c) Prohibit the employee or agent from returning to work on the Contract until cleared of all charges.

c. **Subcontractors**

The CONTRACTOR agrees to obtain prior written approval from the COALITION prior to entering into subcontractor agreements and otherwise comply with the Assignments and Subcontract provisions outlined in the Standard Core portion of this Contract. Subcontracts shall be approved in writing by the COALITION'S prior to the effective date of any subcontract. No subcontract, which the CONTRACTOR enters into with respect to performance under this contract resulting, shall in any way relieve the CONTRACTOR of any responsibility for performance of its duties except in cases where the COALITION allows specific language to be included in an agreement among various parties including the CONTRACTOR; in these situations the CONTRACTOR is only responsible for the limits of the language of the agreement. Payments to subcontractors shall be made by the CONTRACTORS. No payments to the CONTRACTOR, with the respect to subcontracts, will be processed until all subcontracts are approved, in writing, by the COALITION.

3. **Service Location & Equipment.**

a. **Service Delivery Location**

- (1) The CONTRACTOR shall administer, coordinate, and ensure availability and delivery of the services that are conveniently accessible to customers within **Broward County, Florida** as specified in this Contract. The location of the CONTRACTOR'S main office and any satellite offices and out-posted staff location(s) shall be such that services may be offered in person, at times, and locations that are convenient for working families/clients served under this Contract.

- (2) The CONTRACTOR shall provide access for families by both an appointment and walk-in basis, when requested.
- (3) The CONTRACTOR shall provide enrollment services at multiple community locations scattered geographically throughout Broward County. Services will be provided at Broward Regional Health Planning Council (BRHPC) offices, three (3) Broward Health Primary Care Clinics, six (6) Memorial Healthcare System Primary Care Clinics, 25 Holy Cross Primary Care Clinics, and three (3) child care centers countywide.

**b. Service Times**

- (1) The CONTRACTOR shall provide services Monday through Friday, 8:00AM to 8:00PM and two Saturday's monthly from 8:00AM to 2:00PM, with additional phone access from 2-1-1 Broward, available after hours, 7 days per week, and 365 days a year.
- (2) The CONTRACTOR'S office hours of operation, locations and telephone numbers shall be posted and be readily visible on all CONTRACTOR'S office buildings, promotional materials, and website. Office hours at the physical office locations should all be identified on the website along with the hours of their operation.

**c. Changes in location**

The CONTRACTOR shall notify the COALITION, of any changes in the mailing address, telephone number(s), or physical location of its offices at least thirty (30) calendar days prior to changes.

**d. Equipment**

- (1) The CONTRACTOR shall have access to equipment necessary to conduct business including sufficient computer hardware and software to adequately track client data, to provide accurate invoices, to produce accurate financial information, and to generate timely reports as required. Equipment must be compatible with the Office of Early Learning, Department of Education Information Technology Resources as defined in Section 282.0041, Florida Statutes.
- (2) The CONTRACTOR shall maintain equipment as required and agreed upon with the COALITION Contract Manager to deliver agreed upon services.
- (3) The CONTRACTOR shall supply all equipment necessary to provide the services and data required for this Contract.
- (4) The CONTRACTOR shall establish telephone service throughout Broward County, either through a local number or toll free number and maintain a number of lines adequate to serve the needs of the clients.

**4. Deliverables**

**a. Service Units**

- (1) A unit of early care and education services is a day or part thereof of early care and education services as specified in **Exhibit E of Attachment I** of this Contract.
- (2) A unit of VPK services is a day, or part thereof, of VPK programming that is offered by a VPK provider operating in accordance with the OEL policies to a child enrolled in VPK.
- (3) A unit of Child Care Resource & Referral and Family Education services is identified as a referral client family served.

**b. Reports**

- (1) The CONTRACTOR shall prepare and submit monthly, quarterly, and fiscal year reports as needed to satisfy the requirements of federal, state, and local governments and the COALITION and its funding sources' reporting requirements as specified in this Contract.
- (2) The CONTRACTOR shall submit reports and data on a timely basis as required by the COALITION, the Office of Early Learning or other funders.
- (3) The CONTRACTOR shall submit the following Financial Management Services reports:
  - (a) A quarterly consolidated financial reports of CCR&R revenues and expenditures.
  - (b) A year-end financial statement of revenue and expenditure reports that include a summary of expenses for administration, and CCR&R services provided under the terms of the contract. The year-end summary report shall be submitted **within thirty (30) calendar days** following the end of this Contract period and shall include the year-end results of each service component.
  - (c) An annual, prior to contract renewal, projected cost center and operating budget including Personnel Detail, funding source and revenue. The projected budget presentation shall identify the percentage distribution of the CONTRACTOR resources and shall include common resources between other funding sources and the contract.
  - (d) When services and activities are offered by the CONTRACTOR, unrelated to school readiness contract obligations, the CONTRACTOR shall provide documentation that all costs, including administration and services, supporting such activities are borne by funds other than funds allocated to the COALITION contract.
  - (e) A master property inventory list is to be sent to the COALITION by September 15<sup>th</sup> of each year pursuant to OEL Program Guidance 240.02.
  - (f) Annual state and federal single audit financial statements as required by Section 215.97, Florida Statutes, and **Exhibit III – Audit Requirements** (2 CFR §200 Subpart F).
  - (g) Monthly matching funds reports as OEL Match Reporting Program Guidance 440.10, requires.
  - (h) Monthly TAPP data in accordance with OEL Program Guidance 440.60.
  - (i) All data or reports necessary to comply with the following ACF reporting requirements for SR Programs – ACF-400, ACF-696, ACF-800, ACF-801, ACF 118 Appendix I - Quality Performance Report and data requirements as OEL defines.
- (4) The CONTRACTOR shall submit the following management reports within fourteen (14) calendar days following the respective month/quarter being reported; if said date falls on a weekend or a holiday, reports shall be due the next business day and shall be submitted in a format specified by the COALITION and mutually agreed upon by the parties.
  - (a) A monthly referral data report.
  - (b) A monthly Eligibility & Enrollment reports within twelve (12) calendar days following the end of each service month.
  - (c) A monthly staff report, including the following: changes to the staffing structure; new Contract related hires; the progress of staff attaining level 1 and level 2 CCR&R certifications.
  - (d) A quarterly contract performance/management report that provides cumulative programmatic and fiscal information based on performance measures to include program data as outlined in this Attachment, data analysis, demographic statistics and

any applicable projections and recommendations to the COALITION including the amount and source of community resources raised and distribution of same.

- (e) A quarterly CCR&R Network report according to the procedures of the OEL.
  - (f) A written annual report according to OEL annual report policy requirement no later than forty-five (45) calendar days following the end of the contract period. The report will include back-up documentation of a review of how *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* services, as identified in this Contract, were provided including recommendations for improvement where applicable.
- (5) The CONTRACTOR shall maintain all information in such a manner that ad-hoc reports may be provided within five (5) business days, if possible, as requested by the COALITION. If not possible, the CONTRACTOR will respond within two (2) business days of the request with the extent of time needed to complete the request.
  - (6) The CONTRACTOR shall meet state reporting requirements of the State Child Care Resource and Referral Program Requirements (Exhibit D of Attachment I of this Contract) as it relates to referral clients. The CONTRACTOR shall be required to complete and forward to the COALITION any state wide reports requested from the State Network.
  - (7) The CONTRACTOR shall contact the COALITION upon receipt of all requests from the COALITION that are not of an emergency nature within one business day, to inform the COALITION of a reasonable time to respond to the *Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care Program* information request.
  - (8) The CONTRACTOR shall use the standardized coding tables when compiling data and all reports shall comply with such standardized coding tables as appropriate.
  - (9) The CONTRACTOR shall be required to maintain documentation of all services provided to families and providers.
  - (10) The CONTRACTOR shall submit any data or reports necessary for administering the VPK Program according to the requirements OEL establishes. These reports shall comply with the requirements found in Chapter 1002, part V, Florida Statutes.
  - (11) The CONTRACTOR shall submit any data, reports and staff evaluations necessary for administering the CCR&R program according to the requirements OEL establishes. At COALITION'S request, the CONTRACTOR shall submit any data or reports necessary for ad-hoc reports. All reports shall conform to the timeline, content, format and standard codes OEL specifies.
  - (12) Mere receipt by the COALITION shall not be construed to mean or imply acceptance of reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The COALITION reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. The COALITION, at its option, may allow additional time within which the CONTRACTOR may remedy the objections noted by the COALITION or the COALITION may, after having given the CONTRACTOR a reasonable opportunity to complete, make adequate, or acceptable, declare this Contract to be in default.
  - (13) The CONTRACTOR shall submit to the COALITION, copies of any and all correspondence/documents submitted to the Office of Early Learning, the Florida

Department of Education, and/or Children's Services Council of Broward County, Inc. (CSC), in connection with the requirements of this Contract.

**i. Records and Documentation**

- (1) The CONTRACTOR shall maintain accurate and current client information in accordance with state and federal recording requirements, which is updated on a monthly basis. Client files shall be maintained for the more stringent of either a period of five (5) years or as otherwise required by applicable regulations after a case is closed and dated for shredding. A database backup protocol will be implemented.
- (2) The CONTRACTOR shall maintain sufficient records to verify that client eligibility was determined in accordance with COALITION requirements and OEL policy.
- (3) The CONTRACTOR shall maintain current and up-to-date records with documentation that apply to services provided and other activities relevant to this Contract.
- (4) The CONTRACTOR shall maintain a centralized file documentation system for related client files and submit notice of provider changes (when informed) to the COALITION.
- (5) The CONTRACTOR shall ensure compatibility with the Office of Early Learning and the COALITION'S information technology resources, as applicable and as defined in Section 282.0041(14), Florida Statutes. In the event there is a question as to whether an item is compatible, the COALITION shall be the final authority in making such determination.
- (6) The CONTRACTOR shall completely document the provision of services to each family through the use of the COALITION'S approved software or web-based services. Upon request, the CONTRACTOR shall provide copies of all such documentation and records to the COALITION. During the term of this Contract, the CONTRACTOR shall maintain records as required by this Contract, applicable law, and as directed in writing by the COALITION. After termination of this Contract and unless as otherwise required by the Grant Agreement, the CONTRACTOR shall be required to keep all records for a period of five (5) years. Active case files shall be returned to the COALITION.
- (7) The CONTRACTOR shall maintain accurate and current customer information, which is updated on a routine basis.
- (8) The CONTRACTOR shall maintain accurate program and service data that is accessible to the COALITION.
- (9) The CONTRACTOR shall comply with all applicable confidentiality of records requirements as the same may be amended and/or promulgated from time to time in accordance with applicable Florida and/or federal law.
- (10) The CONTRACTOR shall comply with data correction requests or data cleansing activities as communicated by the COALITION, within the agreed upon time frames.
- (11) The CONTRACTOR shall comply with any data analysis, definition, and standardization activities required by the OEL.
- (12) The CONTRACTOR shall maintain all records required to be maintained pursuant to this Contract in such manner as to be accessible by the COALITION upon demand during regular CONTRACTOR business hours. Where required under applicable law, access by the public shall be permitted without delay.
- (13) The CONTRACTOR further agrees to comply, as applicable, with all records retention, access and confidentiality requirements as set forth in the Grant Agreement between the OEL and the COALITION.

ii. **Single Statewide Information System, Data and Reporting and Security**

- (1) The CONTRACTOR is responsible for ensuring the security and confidentiality of all data systems used to manage early learning program data, including proprietary and commercial off the shelf ("COTS") software and any other software or tool used for this purpose.
- (2) The CONTRACTOR shall identify an appropriately skilled and trained individual to function as the CONTRACTOR'S Data Security Officer who shall serve as a liaison with the COALITION'S security staff to maintain an appropriate level of security for data collected or used under this Contract.
- (3) The CONTRACTOR shall ensure that all data systems used for the management of early learning programs are secure and the data stored in these systems remains confidential. This includes data systems provided and maintained by the OEL, any web-based services utilized by the CONTRACTOR, and all other data systems purchased or created by the COALITION.
- (4) The CONTRACTOR shall use and maintain the single statewide information system that OEL established for managing the SPE process and waiting 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.
- (5) The CONTRACTOR shall use the most current release of the each relevant component of the Office of Early Learning's Statewide Information System. The CONTRACTOR shall fully implement any system changes within thirty (30) days of the release of any system changes, unless the COALITION specifies a shorter time period, including any single point of entry and unified waiting list, to record, maintain and report on Early Learning programs and services. All of the following requirements apply to all data systems used to manage early learning program data, whether the data system is operated by the CONTRACTOR or Subcontractor, including proprietary and COTS software and any other software or tool used for this purpose, The CONTRACTOR shall:
  - (a) Comply with all OEL EFS standard codes and definitions for all early learning programs contained in the most current version of OEL's EFS Standard Codes documents available at <http://www.floridaearlylearning.com>.
  - (b) Comply with the OEL'S Records Confidentiality, Program Guidance Policy Number 101.02 and any future changes that may occur.
  - (c) Comply with data correction requests or data cleansing activities, within the agreed upon time frames, as communicated by the COALITION.
  - (d) Comply with any OEL-required data analysis, definition, and standardization activities, within the agreed upon time frames.
  - (e) Ensure that the COALITION and the OEL have permanent access to any server used by the CONTRACTOR to locally host the statewide information system to meet data reporting requirements and access to information the CONTRACTOR maintains. The CONTRACTOR shall:
    - i. Communicate any request for changes to the COALITION'S system application processes, software or hardware that may adversely affect the COALITION or the OEL'S ability to access information. Examples of changes that may adversely affect the COALITION or the OEL'S ability to access information include, but are not limited to, changing the Internet Protocol (IP) address,

changing the password, and configuring a firewall on the network. Any proposed change shall be communicated in writing not less than ninety-six (96) hours prior to the implementation of the proposed change, to the COALITION'S Chief Financial Officer.

- ii. Ensure appropriate staff participation in Single Statewide Information System conference calls. If a CONTRACTOR representative is unable to participate in Single Statewide Information System conference calls, the COALITION must ensure that minutes from the conference call are reviewed by a CONTRACTOR representative.
  - iii. Communicate any problems that arise during the use of the statewide information system, to the COALITION and to the OEL'S Single Statewide Information System support and maintenance contractor in accordance with procedures established by the OEL'S Single Statewide Information System support and maintenance contractor.
  - iv. Check the SPE School Readiness application within 20 calendar days of receipt. All applications submitted to the CONTRACTOR for SR programs must be processed.)
  - v. Verify and document each parent/guardian and child's potential eligibility in the "Waiting" status on the SPE/UWL at least once every six (6) months based on the parent/guardian's last revalidation date.
  - vi. Notify families of revalidation requirements at least 30 calendar days before the revalidation date. The CONTRACTOR shall document families who do not revalidate eligibility and change their record status from "Waiting" to "Terminated."
  - vii. Maintain the accuracy of contact information, and CCR&R contact information on the COALITION'S page and on the Single Point of Entry (SPE) website by updating this information as necessary.
  - viii. Designate at least one staff person as the SPE/UWL system administrator. The OEL UWL system administrator will assign a username and password to the COALITION and CONTRACTOR'S UWL system administrator. The CONTRACTOR shall ensure that user accounts are managed at the local level, each person who requires a user account is assigned a unique username and password, and user accounts are not shared among staff members. The CONTRACTOR shall ensure that UWL user accounts are held only by current staff members and that the accounts of former staff members are deactivated.
- (f) Ensure that all data systems used for the management of early learning programs are secure and the data stored in these systems remains confidential. This includes data systems provided and maintained by the OEL and all other data systems purchased or created by the COALITION. The CONTRACTOR shall:
- i. Comply with the OEL IT Security Manual – Program Guidance 300.01.
  - ii. Ensure each individual with access to the COALITION'S data system shall complete the *Office of Early Learning Memorandum of Understanding and Data Security Agreement* form available at [www.floridaearlylearning.com](http://www.floridaearlylearning.com) and CONTRACTOR shall maintain a copy of the completed form at the CONTRACTOR'S main office and provide a copy to the COALITION, upon request. The CONTRACTOR shall complete the forms within seven (7) days of the first day an individual has access to the CONTRACTOR'S data systems.
  - iii. Participate in routine OEL-conducted statewide information system data security reviews.
  - iv. Ensure that all confidential information is protected and shall use a secure method for the electronic transmission for all sensitive or confidential

information. Any information security related breaches shall be reported in accordance with Section 817.5681, Florida Statutes.

- (6) The CONTRACTOR shall negotiate and enter into any memoranda of understanding as necessary to protect confidential data to which the CONTRACTOR has been granted access on behalf of the COALITION.

## 5. Performance Specifications

### a. Core Component Objectives (Outcomes and Outputs)

The CONTRACTOR shall achieve the following performance objectives, within the contract period, whether the services are performed directly or indirectly by a subcontractor. The COALITION shall monitor the CONTRACTOR quarterly, at a minimum, on the provisions of this Contract, to ensure compliance with the contract terms and conditions and the COALITION approved Plan. Being out of substantial compliance with any one of these Performance Objectives may be cause for corrective action as outlined in Paragraph F.

#### (1) CHILD AND FAMILY ELIGIBILITY AND ENROLLMENT

- (a) All families' eligibility determination (SR/CCEP/FACC and VPK) and redetermination (SR/CCEP/FACC) shall be determined accurately in accordance with the State of Florida applicable statutory, regulatory, and local COALITION eligibility and re-determination policies and guidelines. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]
- (b) All application processing (SR/CCEP/FACC and VPK), determination of co-payments, and provision of financial assistance for school readiness child care to all families shall be performed in accordance with the State of Florida applicable statutory, regulatory, and local COALITION service priorities; as funding permits. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]
- (c) All families receiving VPK services or financial assistance for school readiness child care shall receive such assistance only from legally operating/contracted facilities. [Measured by COALITION'S Client File Review Process]
- (d) Ninety-five percent (95%) of family-requested provider transfers shall be processed within three (3) to five (5) business days of initial completed request. [Measured by COALITION'S Client File Review Process]
- (e) All At-Risk children (accept children in Foster Care) who receive a child care referral from an authorized referring agency will be enrolled in licensed facilities; preferred facilities will meet one or more of the following criteria:
  - i. Accredited by the National Association of Education for Young Children ("NAEYC"), National Accreditation Commission for Early Care and Education ("NAC"), Accredited Professional Preschool Learning Environment ("APPLE"), or Council on Accreditation ("COA").
  - ii. Participating in the Children's Services Council of Broward Positive Behavior Support ("PBS") Initiative; or
  - iii. Participating in the COALITION'S Road to Child Outcomes Initiative

All At-Risk children in Foster Care will be enrolled according to 65C-13.030(2)(d) F.A.C. [Measured by COALITION'S Client File Review Process]

- (f) All children who receive a child care referral based on the family's participation in a CareerSource Transition Program will have an eligibility determination within ten (10) working days of receipt of an accurately completed referral. [Measured by COALITION'S Client File Review Process]
- (g) All parents who request information on additional services during eligibility/enrollment will receive support information as documented in the client case file and approved statewide data system, the Enhanced Field System (EFS), and/or any other COALITION approved data system. [Measured by COALITION'S Client File Review Process]
- (h) 100% of the Waiting List names shall be validated every six (6) months, with those families on the Waiting List informed of their eligibility/application status as applicable. Unified Waiting List (UWL) procedures shall be developed and administered fairly and efficiently for all financially supported school readiness services (including those early learning services provided through the School Board of Broward County) for those families who are not immediately served to achieve a Waiting List for Broward's School Readiness services. The UWL is to be maintained in accordance with 6M-4, Florida Administrative Code, and State of Florida and COALITION priorities, and in collaboration with other family service organizations. [Measured by SPE/UWL Report]

**(2) FAMILY SUPPORT RELATED TO EARLY CARE/EARLY LEARNING**

- (a) Ninety-five percent (95%) of parents report better understanding about family support, child care options, and choosing quality child care as noted in parent surveys, as a local performance measure for Family Support Services must be achieved within the eventual contract period. [Measured by COALITION survey]
- (b) All At-Risk and temporary cash assistance parents<sup>1</sup> who have not selected a provider for child care services will be provided child care referrals and resources to meet the client's needs. [Measured by COALITION file review]
- (c) All children who receive an At-Risk or CareerSource child care referral from an authorized referring agency will be offered services within ten (10) working days of receipt of an accurately completed referral. [Measured by COALITION'S Client File Review Process]

**(3) PROVIDER PAYMENTS**

- (a) All attendance processing (SR/CCEP/FAC and VPK), determination of parent co-payments, and provision of payments to school readiness child care and VPK providers shall be performed in accordance with the State of Florida applicable statutory, regulatory, and local COALITION service priorities; as funding permits. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]

**(4) SLOT UTILIZATION MANAGEMENT**

- (a) 100% of local match requirements shall be met, tracked, and accurately reported and 100% of CCEP match garnered shall be tracked and accurately reported. [Measured by COALITION records.]

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<sup>1</sup> Referral clients receiving temporary cash assistance under chapter 414 and subject to the federal work requirements.

- (b) Ensure that the funds used from the CCEP program are used to supplement or extend existing public or private funds and may not be used to supplant the maintenance of effort presently exerted by the employer or other participants in the activity funded. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]
- (c) Ensure a system for administering and supporting the CCEP and FACC program. [COALITION monitoring standard shall be 95%, but documentation must be corrected to 100% if errors are discovered at monitoring, where possible.]
- (d) The CONTRACTOR'S forecasts, trend analyses, and budget management shall result in fiscal year budgets that are balanced, with no deficit spending and with no significant surplus of funds that have been contracted for services. [Measured by COALITION records.]

**6. CONTRACTOR Responsibilities**

**a. CONTRACTOR Administrative Responsibilities**

**(1) Cost allocation plan**

The CONTRACTOR shall comply with the OEL cost allocation plan guidance and instructions and submit a cost allocation plan for COALITION review and approval by April 30 of each fiscal year unless otherwise instructed by the COALITION.

**(2) Anti-fraud plan**

The CONTRACTOR shall submit an anti-fraud plan by May 30<sup>th</sup> based on the minimum elements in Section 1002.84(17), Florida Statutes, and Rule 6M-9.400, FAC.

**(3) Continuity of Operations Plan**

(a) The CONTRACTOR shall maintain a disaster recovery plan within its Continuity of Operations Plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters per Section 252.365, Florida Statutes.

(b) The CONTRACTOR shall submit a COOP update each year no later than June 1 of each fiscal year.

**(4) Required match**

(a) The local match requirement for the CONTRACTOR shall be an in-kind amount as specified in **Exhibit A of Attachment I** of this Contract.

(b) The CONTRACTOR shall secure and document the receipt and expenditure of local match funds required by the general appropriations act, state or federal law and this Contract (6% working poor match and CCEP match, if applicable).

(c) The CONTRACTOR shall submit the completed Local Match Reporting form monthly to the COALITION'S Chief Finance Officer.

(d) The CONTRACTOR shall not pass match requirements on to parents or guardians of SR services recipients or SR providers.

**b. CONTRACTOR Programmatic Responsibilities**

**The CONTRACTOR agrees to the following:**

**(1) Services and Information**

**(1.1)** Using the Office of Early Learning's data system (Enhanced Field System (EFS)) provider data, provide information and referrals to a full range of early learning programs (including recreational facilities, family enhancement and development

programs, and nanny and au pair agencies) and other community resources that may meet the family's needs.

- (1.2) Record family and child information into the Office of Early Learning's data system (Enhanced Field System (EFS)).
- (1.3) The CONTRACTOR shall record the following data items in the single statewide information system that include but are not limited to the following:
  - (1.3.1) Referrals (if applicable).
  - (1.3.2) Authorized care hours.
  - (1.3.3) Eligibility period and redetermination date.
  - (1.3.4) Child's age.
  - (1.3.5) Residency.
  - (1.3.6) U.S. citizenship/immigration status of child.
  - (1.3.7) Family unit income.
  - (1.3.8) Family unit size.
  - (1.3.9) Maximum family unit income threshold.
  - (1.3.10) Parent copayment.
  - (1.3.11) Parent copayment reduction or waiver, if applicable.
  - (1.3.12) Eligibility and billing groups.
  - (1.3.13) Demographics.
  - (1.3.14) Purpose for care.
- (1.4) Develop a webpage specific to the CONTRACTOR'S operation in Broward County, ensuring that online searches identify the COALITION and CONTRACTOR services promptly.
- (1.5) Offer customers (regardless of income) unbiased child care and community resource consumer information.
- (1.6) Offer explanations regarding various types of legally operating early learning and school-age child care providers, including:
  - (a) Licensed or exempt centers;
  - (b) Licensed family homes and family child care homes;
  - (c) School-based and center-based programs;
  - (d) Head Start and Early Head Start programs;
  - (e) Faith-based programs;
  - (f) School-age programs; and
  - (g) Summer camp programs.
- (1.7) When appropriate provide parents the following:
  - (a) An explanation of all child care options;
  - (b) Current child care openings;
  - (c) Public subsidies, tax credits and other financial aid;
  - (d) Quality indicators and guidance on selecting child care;
  - (e) Practical tips for a child care search;
  - (f) Referrals for health or other services; and
  - (g) Other child development, health, and substance needs of a family.
- (1.8) Provide information related to health and safety requirements of the child care industry and link to Broward County Licensing and Enforcement for licensing reports.
- (1.9) Educate parents/guardians, regarding child care laws and regulations, available child care options, what constitutes quality child care, how to assess child care programs, financial assistance available for child care costs, and the prevention of child abuse in child care settings.
- (1.10) Accommodate emergency child care informational needs for parents/guardians and first responders in the event of a local emergency. (The CONTRACTOR is

not required to provide services or attempt to contact an individual requesting service in emergency situations if the agency is unable to operate as a result of a state of emergency declared by local, state, or federal officials.)

- (1.11) The CONTRACTOR shall also report to the COALITION any and all complaints that activate a formal grievance process, and their resolutions, or to request COALITION guidance. In cases of dispute regarding eligibility, the COALITION shall make the final determination of continued participant eligibility.

(2) Services

- (2.1) Priority shall be given to children and families who meet the eligibility priorities as indicated in Sections 1002.53 and 1002.87, Florida Statutes.
- (2.2) Managing multiple funding streams and meet requirements of those programs, including, the Financially Assisted Child Care (FACC) program (funded by the Children's Services Council of Broward County).
- (2.3) The CONTRACTOR shall review submitted, SR applications within 20 calendar days of receipt.
- (2.4) The CONTRACTOR shall verify and document each parent/guardian and child's potential eligibility in the "Waiting" status at least once every 6 months based on the parent/guardian's last revalidation date.
- (2.5) The CONTRACTOR shall notify families of revalidation requirements at least 30 calendar days before the revalidation date. The CONTRACTOR shall document families who do not revalidate eligibility and change their record status from "Waiting" to "Terminated".
- (2.6) Develop, coordinate, and deliver a comprehensive program of eligibility/enrollment and redetermination for all program areas that addresses the following:
  - (2.3.1) Explains to parents, information about screenings and assessments provided to children in the school readiness program, as well as the parent rights and responsibilities as a recipient of school readiness, VPK and Financially Assisted Child Care program services.
  - (2.3.2) Records parent's option to decline the developmental screening, in the approved statewide data system, the Enhanced Field System (EFS), using the State of Florida's School Readiness Program's Parent Option to Decline Form (OEL SR 24) and when a child is screened elsewhere, obtains a copy of the IEP or IFSP during the initial enrollment intake and at redetermination.
  - (2.3.3) Track in the state's data system each client's response to the developmental screening option.
  - (2.3.4) Liaisons with the COALITION system to ensure all children receive a developmental screen in a timely manner.
  - (2.3.5) Provide eligibility determination and re-determination services for clients in SR, CCEP, VPK, and Financially Assisted Child Care programs ensuring timeliness, convenience and quality services to families in all geographic areas of Broward County.
  - (2.3.6) Adhere to the school readiness client enrollment policy and subsequent approved amendments and policies thereof.
  - (2.3.7) Adhere to the Financially Assisted Child Care Program Overview as referenced in policies and subsequent approved amendments and policies thereof.

- (2.3.8) Adhere to the Office of Early Learnings Child Care Executive Partnership policies and procedures and subsequent approved amendments and policies thereof.
- (2.3.9) Provide initial intake services on an appointment basis. Ensures parents and providers are notified in writing, at least six weeks prior to parent's re-determination dates.
- (2.3.10) Verify and document all initial child eligibility and reenrollment requirements as specified in Rule 6M-8.201, F.A.C. and Rule 6M-8.210, F.A.C.
- (2.3.11) Ensure all redeterminations occur according to COALITION'S Redetermination Policy. A family requesting a redetermination appointment rather than mailing or uploading documents for review shall be able to receive an appointment within seven (7) business days of the request.
- (2.3.12) Ensure at the time of initial eligibility determination and re-determination, that all clients are interviewed regarding their needs for other community services including children's health needs.
- (2.3.13) Completion of enrollment for all CCEP business partners as informed by the COALITION staff.
- (2.3.14) Maintain electronic data files for client eligibility. All electronic data must be in the approved statewide data system, the Enhanced Field System (EFS), and/or any other COALITION approved data system or document management system that will allow for state and federal reporting.
- (2.7) Ensure child care services are provided to eligible children who meet child care eligibility requirements and proof of residency based on the guidelines established for school readiness or VPK services as stated by the Florida Legislature and COALITION as appropriate.
- (2.8) Offer a choice of only licensed facilities or programs to all "At-Risk" children referred by the Department of Children and Families (DCF) or their contracted providers and families receiving Relative Caregiver Funding regardless of whether or not the protective supervision status has been terminated by Court Order. All children in Foster Care, age birth to school entry, must attend a child care facility in compliance with Rule 65C-13.030(2)(d), Florida Administrative Code.
- (2.9) Verify and document child care service delivery, including the correct care level by the approved provider, appropriate payment and appropriate payment adjustments.
- (2.10) Verify and document receipt and review of child care attendance records. The CONTRACTOR shall conduct and document follow-up with SR participants and child care providers regarding child absences of five consecutive days with no parent contact once notified by the provider.
- (2.11) Verify and document that the authorized provider received the required parent copayment in the event of a SR participant's transfer request.
- (2.12) Verify that parents pay the appropriate fee for child care services in the amount the COALITION'S SR parent sliding fee scale (**Exhibit F**) identifies for the family's income and size in the event of receipt of a transfer request.
- (2.13) Verify and document each child's eligibility no less than annually. Eligibility redeterminations of 50 percent of the SR enrollment shall be verified and

- conducted twice a year. The CONTRACTOR shall use a statistically-valid random sampling to conduct redetermination of the additional 50 percent.
- (2.14) Use the OEL-approved system as the source to receive applications for VPK Program participation.
  - (2.15) Verify and determine child eligibility for VPK and VPK Specialized Instructional Services based on requirements that Rule 6M-8.201, F.A.C. establishes.
  - (2.16) Provide parents with certification for children determined eligible for VPK.
  - (2.17) Enroll eligible VPK children into eligible provider(s) in the statewide information system.
  - (2.18) Administer the VPK Education Program as required by Chapter 6M-8, F.A.C.
  - (2.19) Complete and document the registration and application for each eligible VPK child as Rule 6M-8.201, F.A.C., establishes.
  - (2.20) Upon determining eligibility, the CONTRACTOR shall issue a Certificate of Eligibility to the family as Rule 6M-8.201, F.A.C., establishes.
  - (2.21) Coordinate with the school district to develop procedures for enrolling children in VPK programs offered by public schools.
  - (2.22) Accept a school district's automated daily attendance reporting system for the purpose of transmitting attendance records to the CONTRACTOR in a format mutually agreed-upon between the CONTRACTOR and school district.
  - (2.23) Ensure that each parent enrolling a child in the Voluntary Prekindergarten Education Program is provided with the COALITION'S profile of every private prekindergarten provider and public school delivering the program within Broward County (Section 1002.53 (5) Florida Statutes). The profiles shall be provided to parents as developed by COALITION staff.
  - (2.24) Proactively inform all clients of the CONTRACTOR'S formal complaint review process. Notify applicants and clients of their right to an appeal in cases where a determination of ineligibility for services, termination, suspension, or reduction in services has been made.
  - (2.25) Follow the procedures outlined in policy to resolve client complaints at the lowest level possible.

**(3) Family Friendly Environment**

- (3.1) Provide engaging materials that are age appropriate for the children who will accompany parents during interviews. To the extent appropriate, the CONTRACTOR will need to provide family friendly environments and protocols including parent education videos running in the Proposer's office waiting rooms. Waiting areas are to be family friendly with an area in which children can play safely.
- (3.2) Provide materials in waiting rooms in English, Spanish, Portuguese and Creole as applicable.
- (3.3) Include parent information regarding what constitutes quality child care in the Proposer's waiting room(s), on CONTRACTOR'S website, and link to the COALITION'S website.
- (3.4) Encourage parents in their role as their child's first teacher through educational materials during eligibility meetings and in waiting rooms.
- (3.5) Proactively inform families of primary health care resources, their right to choose their provider setting and location, their right to unlimited access to their child in that location during care hours.

(4) Child Care Resource and Referral Services for At-Risk and temporary cash assistance clients

- (4.1) Make available access for At-Risk and temporary cash assistance client parents to community resources including the COALITION, such as the CCR&R services, One-E-App interviews, etc., during eligibility meetings and in waiting rooms.
- (4.2) Provide individualized consumer education provided by the COALITION to all At-Risk and temporary cash assistance clients in locating and choosing quality child care programs.
- (4.3) Maintain Child Care Resource and Referral services to assist all At-Risk and temporary cash assistance client families (regardless of income or situation) by providing answers to their questions regarding how to identify quality child care and education programs; how to locate a provider that meets the needs of the family; and how to access community services.
- (4.4) Offer Child Care Resource and Referral services to At-Risk and temporary cash assistance client customers in their preferred language, and be culturally sensitive to all families. When a staff person is not available who speaks the customer's preferred language, an effort must be made to utilize a translation service.
- (4.5) Offer a family-friendly process convenient for At-Risk and temporary cash assistance client families and supportive of parents' involvement in choosing and interacting with their children's caregivers.
- (4.6) Provide information and referrals to a full range of early learning programs (including recreational facilities, family enhancement and development programs, and nanny and au pair agencies) and other community resources that meet the At-Risk family's needs.
- (4.7) Offer At-Risk and temporary cash assistance client customers unbiased child care and community resource consumer information by qualified staff according to Child Care Resource and Referral Standards.
- (4.8) Assist At-Risk and temporary cash assistance client families in finding affordable early education and child care options to fit their needs and in support of "parental choice" requirements, as to the various types of legally operating facilities.
- (4.9) Coordinate and develop with At-Risk and temporary cash assistance client referral agencies the most effective methods to enroll children into programs and provide feedback to referring agency.
- (4.10) Provide At-Risk and temporary cash assistance client families with child care referrals to the following early care and education services:
  - (4.10.1) Licensed or exempt centers;
  - (4.10.2) Licensed family homes and family child care homes;
  - (4.10.3) School-based and center-based programs;
  - (4.10.4) Head Start and Early Head Start programs;
  - (4.10.5) Faith-based programs;
  - (4.10.6) School-age programs; and
  - (4.10.7) Summer camp programs.
- (4.11) Record family and child information into the Office of Early Learning's Enhanced Field System (EFS) data system.

(5) Parent Packets

- (5.1) Provide specialized educational materials provided by the COALITION, to include but not be limited to child growth and development, nutrition, health,

parenting resources, dental health, child car seat safety, and Kid Care applications are available online to At-Risk and temporary cash assistance clients requesting CCR&R services and will be distributed by CONTRACTOR staff as needs are indicated by the families served.

- (5.2) Provide access to an informational packet provided by the COALITION whose materials are e-mailed to the At-Risk customer which includes relevant individualized consumer education resources.
- (5.3) Send all interested At-Risk or temporary cash assistance parents/guardians, referral packets (via email when possible) containing, at a minimum:
  - (5.3.1) Customized summary printouts of randomly generated child care referrals (at least 5 referrals) based on availability and parent request and including providers' training/accreditation profiles;
  - (5.3.2) Required disclaimer and explanations;
  - (5.3.3) Licensing and child care resource and referral contact information;
  - (5.3.4) Checklist(s) for selecting quality child care, and related referrals and information.
  - (5.3.5) Appropriate community resources, child development, and parenting information.

**(6) Notification of Disenrollment**

- (6.1) If the CONTRACTOR disenrolls a child from the SR Program due to a reduction in available SR program funding, or a change in local service priorities, the CONTRACTOR shall adhere to disenrollment requirements that Section 1002.87(7), Florida Statutes, specifies.
  - (6.1.1) The CONTRACTOR shall disenroll the children in reverse order of the eligibility priorities Section 1002.87 (1), Florida Statutes, specifies.
  - (6.1.2) The CONTRACTOR shall provide the parent and child care provider "a notice of disenrollment at least two weeks before disenrollment to provide adequate time for the parent to arrange alternative care for the child."
  - (6.1.3) The CONTRACTOR shall receive written approval from the COALITION and DCF's Child Welfare Program Office, or the community-based lead agency prior to disenrolling an at-risk child.
- (6.2) If a participant fails to meet eligibility or program participation requirements, the CONTRACTOR shall give the participant a notice of disenrollment at least two calendar weeks before disenrollment, as long as the two-week period does not extend beyond the participants' authorized eligibility period.
- (6.3) If the CONTRACTOR intends to disenroll a child from the SR Program due to fraud, the CONTRACTOR shall provide a notice of disenrollment to the family 30 calendar days prior to disenrollment to allow time for due process concerns.
- (6.4) If the COALITION intends to disenroll children due to a projected deficit, the CONTRACTOR should comply with the following requirements:
  - (6.4.1) The CONTRACTOR shall notify the COALITION within 96 hours of initiating the CONTRACTOR'S formal consideration of disenrolling a child from SR services.
  - (6.4.2) The CONTRACTOR shall notify the COALITION at least ten business days before the CONTRACTOR takes any action to notify providers or families of a determination to disenroll.
  - (6.4.3) No individual child or group of children shall be disenrolled due to a projected deficit before consulting with representatives of the

COALITION and receiving COALITION approval.

(6.4.4) If COALITION authorizes disenrollment, action by the CONTRACTOR shall be in accordance with Section 1002.87(7), Florida Statutes.

(7) Provider Payments

- (7.1) Review provider attendance sheets for correctness of information and make payments to providers for compensation purposes consistent with the approved statewide data system, the Enhanced Field System (EFS), and/or any other COALITION approved data system with data in the following categories;
  - (7.1.1) School Readiness, Child Care Executive Partnership, Financially Assisted Child Care:
    - (7.1.1.1) Infant Care – infant care is defined as care for children from birth to twelve (12) months.
    - (7.1.1.2) Toddler Care –toddler care is defined as care for children from their first birthday to twenty- four months.
    - (7.1.1.3) Two-Year-Old Care – two year old care is defined as care for children from their second birthday to thirty-six (36) months.
    - (7.1.1.4) Three-Year-Old Care –three year old care is defined as care for children from their third birthday to forty-seven (47) months.
    - (7.1.1.5) Four-Year-Old Care –four-year-old care is defined as care for children from their fourth birthday to fifty-nine (59) months or until the child enters kindergarten.
    - (7.1.1.6) Five-Year-Old Care –five-year-old care is defined as care for children from their fifth birthday or until the child enters kindergarten.
    - (7.1.1.7) School Age Care –school age care is defined as care for children of school age to twelve (12) years for a portion of the day before and after school hours, and for full day care during holidays and summer seasons.
    - (7.1.1.8) Special Needs – special needs is defined as care for children with either an Individual Family Support Plan for children birth to 3 years of age or an Individualized Education Plan for children 3 to 5 years of age not yet in kindergarten.
  - (7.1.2) Voluntary Prekindergarten:
    - (7.1.2.1) Children four (4) years of age on or before September 1, of the resultant contract period.
- (7.2) Ensure SR, CCEP, and Financially Assisted Child Care provider payments do not exceed the rates charged by providers to the general public nor the approved reimbursement rate schedule for Broward County.
- (7.3) Rates paid to VPK Providers are established by the Office of Early Learning, based on the allocation formula methodology established legislatively and approved by the Office of Early Learning.
- (7.4) The CONTRACTOR may make advance payments to Providers in accordance with COALITION- OEL guidance.
- (7.5) Ensure child care providers are reimbursed for services, receiving payment on or before the 20<sup>th</sup> of each month through direct deposit.
- (7.6) Ensure payments to Gold Seal Providers follow the guidelines established by the COALITION. The CONTRACTOR shall pay separate rates for Providers that have achieved recognition as a Gold Seal Provider as per the Office of Early Learning. Increased reimbursement of the Gold Seal Rate is to be paid in the

month following the month that written notification of the change was received by the COALITION from the provider. The CONTRACTOR shall respond to the provider in writing by email within one week, following the date of notification.

- (7.7) Verify and document child care service delivery, appropriate payment and appropriate payment adjustments.
- (7.8) Verify and document receipt and review of child care attendance records.
- (7.9) The CONTRACTOR shall verify and document, on a monthly basis, that the CONTRACTOR reconciled its financial records for child care provider payments between the CONTRACTOR'S accounting system and the statewide information system. The CONTRACTOR shall reconcile within 60 days in arrears from the close of each monthly reporting period.
- (7.10) The CONTRACTOR shall comply with all OEL EFS standard codes and definitions for all early learning programs contained in the most current version of OEL's EFS Standard Codes documents.
- (7.11) Ensure compliance with the COALITION'S approved Cost Allocation Plan (as it relates to usage and coding child care reimbursement) and all policies.
- (7.12) Track the number of children served by child and by funding stream, from entry until exit from services and monitor utilization of slot funding.
- (7.13) Provide reporting services as required for the Teen Age Parent Program (TAPP)
- (7.14) Obtain the required TAPP information from the school district and submit with invoice to the COALITION.
- (7.15) Report the Teenage Parent Program data through the statewide data system.
- (7.16) Provide invoicing to the child care businesses participating in the Child Care Executive Partnership Program as informed by the COALITION.

**(8) Slot Utilization**

- (8.1) Actively work with the COALITION to ensure that all available funds for slots shall be spent on slots and slot budget shall not be exceeded each fiscal year.
- (8.2) Maintain, manage, garner and renew community match dollars as required by the CCEP program and the School Readiness economically disadvantaged obligation.
- (8.3) Provide a slot utilization management plan and prepare a 12 month slot utilization budget for each period contracted.
- (8.4) Proposer shall be solely responsible for any slot utilization costs that exceed the amount stated in the Contract.
- (8.5) Ensure utilization of an integrated, automated system for maintaining all client data, for recording and for the timely processing of vendor payments.

**(9) Unique Activities**

- (9.1) The CONTRACTOR is solely responsible for the satisfactory performance of the components described in this Contract. By execution of this Contract, the CONTRACTOR recognizes its singular responsibility for the tasks, activities and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof. The CONTRACTOR acknowledges its fiscal responsibility for disallowed costs.
- (9.2) The CONTRACTOR and the COALITION, in the performance of this Contract, shall be acting as separate parties and not as agents, employees, partners, joint

ventures, or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.

- (9.3) The CONTRACTOR shall be knowledgeable of and in full compliance with all state and federal laws, rules and regulations as amended from time to time that do or may affect the subject areas of this Contract. The CONTRACTOR shall request technical assistance from the COALITION when deemed necessary to facilitate compliance with these authorities. The COALITION'S failure to provide such technical assistance does not relieve the CONTRACTOR of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the Contract.
- (9.4) When it has been notified in writing by the COALITION of any noncompliance requiring submission of a corrective action plan, the CONTRACTOR shall develop a corrective action plan. Notification by the COALITION shall include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than 30 days in the absence of a written agreement allowing a longer time.
- (9.5) The CONTRACTOR shall utilize the approved statewide School Readiness data and reporting system to record, maintain, and report on SR and VPK Programs. Guidance and requirements for statewide data systems is contained on the Office of Early Learning's Website.

**c. Coordination with Other Contractor/Entities**

- (1) The CONTRACTOR shall provide local comprehensive information and referral service to enable referral parents' access to community resources as identified during the child care resource and referral family interview for family needs.
- (2) The CONTRACTOR shall coordinate early education services with other agencies in Broward County that provide similar services (i.e. Head Start, School District, Early Head Start, etc.)
- (3) The CONTRACTOR shall develop a working knowledge of other community social service agencies to facilitate appropriate referrals. The CONTRACTOR must delineate in writing how it will collaborate with these agencies to provide comprehensive child care resource and referral services to referral clients.
- (4) The CONTRACTOR shall be responsible and accountable to perform the services and tasks pursuant to this Contract regardless of the failure of other providers or entities.
- (5) The CONTRACTOR shall submit a financial risk management plan, which addresses risk, including but not limited to internal risk (internal fraud/errors/omissions) and external risk (bank failure, ecommerce hacking, etc.). The CONTRACTOR's plan should include traditional forms of risk management, such as purchased insurance, bonds, as well as measures taken with external relationships (such as treasury management, online resources and security). The COALITION requires that the CONTRACTOR shall obtain, maintain, and submit evidence of certificates of insurance, or evidence of external relationships, as applicable, during the term of the contract
- (6) The CONTRACTOR shall endeavor at all times to work together in good faith in a cooperative, team approach and to candidly and frankly share ideas and information to improve the early care and education system in Broward County. Examples of such cooperation would include, issues involving the prudent reallocation of dollars, promptly sharing information regarding position adjustments and reporting known instances

wherein performance, on the part of the Contract parties, or a third party, may be improved.

## 7. COALITION Responsibilities

### a. COALITION Obligations

- (1) The COALITION shall provide guidance to the CONTRACTOR in the areas of fiscal management, operational policies and procedures and the COALITION'S required standards for program quality, as required by this Contract and Florida law.
- (2) The COALITION shall furnish policies to the CONTRACTOR in the areas of specific program requirements as outlined in the approved Plan and the required standards for program quality. The COALITION reserves the right to request additional services which support the COALITION'S approved Plan, VPK requirements, and any subsequent amendments to the Plan, COALITION goals, and legislative changes as funding permits.
- (3) The COALITION shall evaluate overall compliance with this Contract requirements for the services described herein.

### b. COALITION Determinations

The COALITION'S good faith determination of what constitutes acceptable services or reports based on the terms and conditions of this Contract shall be conclusive except that neither party waives any rights at law or in equity. The COALITION reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the program and the families who are served by the COALITION, either directly or through its contractors.

## C. Expenses

All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this Contract are deemed to be included in the project cost of each deliverable and shall not be otherwise compensated.

## D. Monthly Reporting and Monthly Financial Invoices

1. The CONTRACTOR shall submit to the COALITION Contract Manager a monthly invoice, inclusive of all actual expenditures for the month, with the corresponding general ledger of program deliverables to be completed by the **14<sup>th</sup> calendar day** of each month. The monthly invoice shall be made in accordance with the COALITION Fiscal Guidelines, presented with the same line item detail as the approved budget attached as **Composite Exhibit B of Attachment I** of this Contract. Source documentation to support allowable costs must be available for onsite monitoring. Source documentation may include, but is not limited to, cancelled checks, paid bills, payroll, time and attendance records, contract and sub-grant award documents, and reports. The CONTRACTOR recognizes that payment for any expenditure, for work performed within the first eleven (11) months of this Contract, but submitted more than **45 calendar days** following the end of the month such expenditure was incurred is subject to approval/rejection by the COALITION.
2. All expenditures submitted for reimbursement shall be reconciled to the CONTRACTOR'S accounting system and supportive detail for all expenditures shall be maintained. Supportive detail shall include an audit trail linking all reimbursement transactions to the CONTRACTOR'S general ledger and shall be identified by the appropriate program and Other Cost Accumulator

(OCA). The COALITION may monitor this Contract by validating invoices in relationship to services provided and reviewing the records and contracts related to those invoices.

**3. Restriction of Expenditures:**

- a. Pursuant to OMB A-122 (2 CFR Part 230), costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Costs for preapproved, reasonable, and necessary per diem allowances and travel expenses are allowable. Such costs shall be reimbursed at the standard travel reimbursement rates established in section 112.061, Florida Statutes, and shall be in compliance with all applicable federal and state requirements.
- b. In accordance with the requirements of Florida Administrative Code Rule 69I-40.103, expenditures from program funds for items listed below are prohibited, unless expressly provided by law:
  - (1) Congratulatory telegrams;
  - (2) Flowers and/or telegraphic condolences;
  - (3) Presentment of plaques for outstanding service;
  - (4) Entertainment for visiting dignitaries;
  - (5) Refreshments such as coffee and doughnuts; and
  - (6) Decorative items (globes, statues, potted plants, picture frames, etc.).
- c. **Awards and Volunteer Recognition:**
  - (1) The CONTRACTOR shall comply with the terms of section 110.1245, Florida Statutes, when incurring costs related to the purchase of awards.
  - (2) The CONTRACTOR shall comply with the terms of section 110.503(5), Florida Statutes, when incurring costs related to the purchase of awards, plaques or other tokens of recognition to honor volunteers.

**4. Membership Dues and Licensing Fees:**

The CONTRACTOR shall comply with the terms of section 216.345, Florida Statutes, when incurring costs related to the payment of membership dues, subscriptions, and licensing fees. Payment information, which must contain a statement that the records of memberships, subscriptions, or licenses, for which the CONTRACTOR paid, maintained at the CONTRACTOR shall be public records pursuant to Section 119.01(3), Florida Statutes. The organization paid must provide this statement. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the COALITION funded.

**5. Construction/Purchase of Buses:**

The CONTRACTOR shall not expend funds for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, certain federal funds may be expended for minor remodeling and for upgrading child care facilities to assure that providers meet state and local child care standards, including applicable health and safety requirements, after receipt of any required prior approval from the COALITION. Funds may not be used for the purchase of buses or to pay for transportation costs, other than transportation costs designated by specified OCAs in the OEL File 250.01.

## **E. Method of Payment**

### **1. Reimbursement Request Requirements**

- a. The COALITION shall make payment to the CONTRACTOR according to Section 215.422, Florida Statutes, and Rule 691-40.002(1), FAC, which govern time limits for payment of invoices (reimbursement requests).
- b. The CONTRACTOR shall submit monthly requests for SR and VPK Program expenditures reimbursement **no later than 14 calendar days** following the last day of the previous month.
- c. The CONTRACTOR shall base the request on actual allowable expenditures.
- d. The CONTRACTOR shall submit reimbursement requests to the COALITION for approval in compliance with the most recent versions of OEL Program Guidance 240.06 Reimbursement Request Requirements for Early Learning Coalitions.
- e. The CONTRACTOR shall provide sufficient detail, as the COALITION reimbursement request instructions describe, for the COALITION to comply with federal and state reporting requirements and procurement requirements.
- f. The CONTRACTOR shall reconcile all expenditures submitted for reimbursement to the CONTRACTOR'S accounting system.
- g. The CONTRACTOR shall comply with OEL Program Guidance 240.01 and other instructions OEL establishes to institute local COALITION cash management procedures, including the reimbursement request format and submission requirements.
- h. Failure to follow reimbursement request requirements may result in the CONTRACTOR not receiving reimbursement or receiving a delayed reimbursement.

### **2. Final Reimbursement Request**

- a. The CONTRACTOR shall reconcile all expenditures submitted for reimbursement to the CONTRACTOR'S accounting system and shall maintain supporting documentation for all expenditures. The CONTRACTOR shall make corrections as necessary.
- b. The CONTRACTOR shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the OEL Uniform Chart of Accounts and the CONTRACTOR'S general ledger and shall use the appropriate program and OCA to identify them.
- c. The COALITION may monitor the agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.

### **3. Advance Payments**

- a. The CONTRACTOR may receive advanced funds for the SR Program, which COALITION reasonably bases on the CONTRACTOR'S projected cash needs. The Executive Office of the Governor's budget authority issuance to OEL determines when OEL will approve an advance.
- b. The CONTRACTOR shall follow OEL Program Guidance 240.01 procedures for requesting, repaying and reconciling an advance.
- c. Advances shall be reconciled monthly to the CONTRACTOR'S projected cash need. The COALITION may require adjustment to the advance if the advance substantially exceeds the projected cash need for 2 consecutive months.

- d. The CONTRACTOR may receive VPK advance funds in accordance with Rule 6M-8.205, FAC.
- e. The CONTRACTOR may not receive a SR or VPK advance until it has repaid all previous advances.

#### 4. Payment of Interest Earned on Program Funds

Unless otherwise authorized by the COALITION, the CONTRACTOR shall invest the funds received under this Agreement in a secure interest-bearing account and earn interest on the invested funds in accordance with Section 216.181(16)(b), Florida Statutes and Office of Management and Budget (OMB) Circular A-110 (2 CFR part 215). Interest income shall be returned to the COALITION in accordance with the OEL Program Guidance 240.01.

#### 5. Budget

- a. The parties agree that a line item budget has been submitted and is attached hereto as **Composite Exhibit B of Attachment I** of this Contract. The CONTRACTOR, in its discretion, may make adjustments to line items within 10% for all major categories. Adjustments greater than 10% must be approved by the COALITION'S staff, up to the total Contract amount as outlined in **Section C.** of the Standard Core Contract.
- b. The CONTRACTOR shall submit an approved **Composite Exhibit B of Attachment I** of this Contract, to the COALITION staff within **six (6) calendar days** after the COALITION Board approves a motion regarding the contract budget. The revised exhibit is subject to the approval of COALITION staff.

#### 6. Budget Modification Process

No later than **January 23** of each fiscal year for the Term of this Contract, the CONTRACTOR shall submit a six month financial report using forms identified in **Exhibit C of Attachment I** of this Contract, for the period July 1 through December 31 of each fiscal year. The report shall include a comparison of the approved line item budget to the actual expenses invoiced to the COALITION (year-to-date) and all projections through the end of the Contract year. The CONTRACTOR shall complete identified forms in **Exhibit C of Attachment I** of this Contract that include a detailed explanation identifying variances to the approved budget and recommendations for expending under-expended or over-expended funds in accordance with this Contract, if any of the following has occurred:

- a. This Contract is expended at a variance of 5% over or 5% under 50% of the total budgeted expenditures; or
- b. Any budget category has a projected under-expenditure of more than ten percent (10%); and/or
- c. Any budget category has a projected over-expenditure of more than ten percent (10%).

In the event the Six Month Financial Report (**Exhibit C of Attachment I** of this Contract) is not timely received or approved by the COALITION, or if the report shows a projected under expenditure of funds greater than ten percent (10%), all projected under-expended funds shall be subject to removal from this Contract.

Additional Budget Modifications may be submitted at the CONTRACTOR'S discretion using the forms identified in **Exhibit C of Attachment I** of this Contract, adjusted for the period of submission.

**7. Return of Funds**

- a. Upon the COALITION'S final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the CONTRACTOR shall return to the COALITION any overpayments or disallowed costs within 30 calendar days of COALITION issuing a written notice or other timeframes that comply with OEL Program Guidance 240.01.
- b. In the event the CONTRACTOR overpays a subrecipient or vendor or the subrecipient or vendor incurs a disallowed cost and the CONTRACTOR cannot recover it, the subrecipient or vendor account becomes delinquent. After exercising due diligence, OEL Program Guidance 240.03 allows the CONTRACTOR to request that the OEL report a delinquent account to DFS. The CONTRACTOR shall execute and deliver to the OEL all documents necessary to report a delinquent account and secure repayment. The CONTRACTOR requesting that the OEL report a delinquent account to DFS shall make the request to OEL within 30 days from determining that the CONTRACTOR cannot recover the delinquent account.

**8. Financial Consequences**

- a. The CONTRACTOR agrees that if the requirements of this agreement are not timely and satisfactorily performed, the CONTRACTOR shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.
- b. The CONTRACTOR shall ensure that 100% of the deliverables identified in this Contract are performed pursuant to agreement requirements. If at any time the CONTRACTOR is notified by the COALITION Contract manager that it has failed to correctly, completely, or adequately perform major deliverables, the CONTRACTOR will have 14 calendar days to submit a Corrective Action Plan (CAP) to the COALITION Contract Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the COALITION Contract manager. The COALITION shall assess a financial consequence for non-compliance on the CONTRACTOR for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The COALITION may also assess a financial consequence for failure to timely submit a CAP. In the event the CONTRACTOR fails to correct an identified deficiency within the approved time period specified in the CAP, the COALITION shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the deficiency is not corrected. The COALITION may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the CONTRACTOR fails to timely submit a CAP, beginning the 15<sup>th</sup> day after notification by the COALITION'S Contract Manager of the deficiency.
- c. The COALITION, at its sole discretion and upon written request by the CONTRACTOR, will consider offering an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequence shall not apply. Notification of any deliverable extension granted shall be provided by the COALITION Contract Manager to the CONTRACTOR in writing.

**d. Financial Consequences Triggers**

<b>Deliverable</b>	<b>Amount</b>	<b>Financial Consequences Trigger</b>
SR and VPK services as defined in this Contract	1% of the monthly value of the administrative funds	Failure to correctly, completely, or adequately perform these major deliverables as described in this Contract.

All SR and VPK reports listed in Attachment I B.4.b	\$100 per business day per report deducted from the monthly value of administrative funds.	Report(s) not received and accepted by the COALITION by the due date listed for each report in Exhibit F – Listing of Reports.
Corrective Action Plan (CAP)	1% of the monthly value of the administrative funds in the agreement beginning the 15 <sup>th</sup> day after notification by the COALITION Contract Manager of the deficiency.	Failure to submit the corrective action plan to the COALITION CAP requestor by the due date specified in the CAP request.

**F. Monitoring and Evaluation Methodology**

The CONTRACTOR agrees:

1. To fully cooperate with the COALITION'S performance audits and financial audits.
2. That monitoring is intended to be in addition to other audit requirements found in other parts of this Contract and is not to be construed as a limitation thereof.
3. To include audit and record keeping requirements of this section in all approved subcontracts and assignments.
4. The CONTRACTOR, as applicable under the terms and conditions of this Contract, shall establish and maintain records related to eligibility, enrollment files, provider payments, the CONTRACTOR background screening and other documents implementing early learning programs. The Contract also, as applicable under the terms and conditions of this Contract, shall establish a records retention requirement for sign-in and sign-out sheets for all SR and VPK services. The CONTRACTOR may not alter or amend attendance records after December 31 of the subsequent fiscal year.
5. That the COALITION shall conduct quality assurance reviews annually (at a minimum) during the Contract period to assess the quality of services provided to children and families under this Contract. The quality assurance reviews shall be in accordance with an annual monitoring plan which shall include administrative, programmatic, and fiscal monitoring of the contracts, grants, and programs.
6. That monitoring may be conducted by the COALITION to determine compliance with the COALITION'S requirements, the extent to which key indicators of performance are being achieved and to validate internal quality improvement systems and findings.
7. That reviews shall be conducted by a team that may include the COALITION's contract monitoring staff, a COALITION member, staff from the OEL, staff who are providing similar services in other areas of the State of Florida and staff from other funding agencies who have received training in the COALITION'S monitoring process. The review process may include a provider survey, staff survey, case file reviews, and interviews with staff, families, and community stakeholders. The CONTRACTOR and any subcontractors shall fully cooperate with these reviews.

8. To provide requested documentation and otherwise cooperate with the COALITION in order to successfully complete the quality assurance review. The quality assurance review team shall have access to the CONTRACTOR'S customer and service files, customer satisfaction surveys, and the CONTRACTOR'S financial records relating to this Contract. The COALITION reserves the right to monitor the program on-site without prior announcement to the CONTRACTOR provided that such monitoring does not affect the CONTRACTOR'S ability to provide services as required by this Contract.
9. To establish and maintain an approved internal quality improvement process to assess its performance and that of its subcontractors.
10. That by execution of this Contract, the CONTRACTOR hereby acknowledges that its performance under this Contract shall meet the standards set forth above and shall be bound by the conditions set forth below. If the CONTRACTOR fails to meet these standards, the COALITION, at its exclusive option, may allow up to three (3) months for the CONTRACTOR to achieve compliance with the standards. If the COALITION affords the CONTRACTOR an opportunity to achieve compliance, and the CONTRACTOR fails to achieve compliance within the specified time frame, the COALITION may, at its option, terminate this Contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the COALITION.

**G. List of Exhibits**

**Exhibit A – Funding**

**Composite Exhibit B – Budget: Forms B-1, B-2, and B-3**

**Exhibit C – Six Month Financial Report Forms**

**Exhibit D – State Child Care Resource and Referral Program Requirements**

**Exhibit E – Provider Rate Schedule**

**Exhibit F – Co-Payment Schedule**

**Exhibit G – Financially Assisted Child Care Program Overview**

**Exhibit H - Listing of Reports**

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**  
**ATTACHMENT II**  
**TO STANDARD CONTRACT WITH**  
**Broward Regional Health Planning Council, Inc.**  
**(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care**  
**Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care**  
**Programs)**

**AUDIT REQUIREMENTS**

**Grant/Contract Relationship:** The COALITION has identified the CONTRACTOR as a subrecipient. For all subrecipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the following audit requirements apply:

- Federal Single Audit Act (2 CFR § 200 Subpart F)  
 Florida Single Audit Act (Section 215.97, Florida Statutes)

**A. Accounting and auditing requirements**

1. The CONTRACTOR is subject to the 2 CFR § 200 Subpart F requirements, which states that agencies shall conduct audits in accordance with generally accepted government auditing standards issued by the U.S. Comptroller General and generally accepted accounting principles (GAAP) identified by the American Institute of Certified Public Accountants (AICPA). The AICPA has identified the Accounting Standards Codification (ASC) developed by the Financial Accounting Standards Board (FASB) as the GAAP applicable to nongovernmental entities such as the contractor/grantee.
2. The CONTRACTOR shall provide the COALITION with an annual state single audit in accordance with state single audit requirements that Section 215.97, Florida Statutes, contains, and the Federal Single Audit Act. The CONTRACTOR is subject to monitoring and shall submit the related supporting documents requested in accordance with Exhibit II and the provisions of 2 CFR § 200 Subpart F.
3. During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, USDHHS, OEL or others as state or federal agencies designate may review operations of and records from the CONTRACTOR.
4. Any of these reviews may identify questioned costs. The CONTRACTOR shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed costs. Section 17.04, Florida Statutes, and 2 CFR § 200 Subpart F, requires contractors to repay disallowed federal and state program costs. CONTRACTOR/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
5. The CONTRACTOR agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR § 200 Subpart F allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

**B. Monitoring**

In addition to audits conducted in accordance with 2 CFR § 200 Subpart F and Section 215.97, Florida Statutes, as revised (see section III-B-4 below), the COALITION may conduct or arrange for monitoring of the CONTRACTOR'S activities. Such monitoring activities may include, but are not limited to, onsite visits by the COALITION staff or contracted consultants, limited scope audits as defined by 2 CFR § 200 Subpart F, and/or other procedures. By entering into the agreement, the

CONTRACTOR agrees to comply and cooperate with any monitoring procedures/processes the COALITION deems appropriate. The CONTRACTOR further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the USDHHS, the Florida DFS or the Florida Auditor General.

**1. Related party disclosures**

To comply with requirements of FASB ASC 850, *Related Party Disclosures*, the CONTRACTOR shall include all related party transactions in the financial statement footnote disclosures. General Accepted Auditing Standards (“GAAS”) require that financial statement auditors evaluate whether the CONTRACTOR adequately disclosed related party transaction(s) in the financial statements. In addition, the CONTRACTOR shall comply with all applicable provisions of Chapter 112, Florida Statutes, Public Officers and Employees, as required by Section 1002.83(8), Florida Statutes.

**2. Internal controls – audit or documentation**

The CONTRACTOR shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The CONTRACTOR shall keep these work papers onsite as part of its financial records and shall provide a copy to the COALITION as part of the financial reporting package as instructed in Section III-B-4.3, Report Submission, below.

**3. Internal controls – annual self-assessment**

The CONTRACTOR must perform an internal controls self-assessment using the COALITION’S Internal Control Questionnaire (ICQ). The CONTRACTOR shall provide a copy of the completed annual ICQ to the COALITION, as instructed below, according to written instructions provided by the COALITION.

To document compliance with 2 CFR § 200 Subpart F, which defines internal control, the annual ICQ will help the CONTRACTOR demonstrate that it meets the primary objectives for internal controls pertaining to compliance requirements for federal programs, including:

- a. The CONTRACTOR properly records and accounts for transactions.
- b. The CONTRACTOR executes transactions in compliance with laws, regulations and contract provisions.
- c. The CONTRACTOR safeguards funds, property and other assets against loss due to unauthorized use or disposition.
- d. The COALITION will provide the annual ICQ form in electronic format to the CONTRACTOR upon receipt from the OEL, unless the COALITION makes other arrangements. Each CONTRACTOR shall submit the completed ICQ and any other supporting files considered necessary electronically to the COALITION designated site.
- e. Reasonable measure are taken to safeguard protected personally identifiable information (“PII”) and other information the Federal awarding agency, OEL, or the COALITION consider sensitive consistent with applicable Federal, state and local law regarding privacy and obligations of confidentiality.

**4. Audits**

**a. Federally-funded**

This section is applicable if the CONTRACTOR is a state or local government or a non-profit organization as 2 CFR § 200 Subpart F as revised, defines.

- (1) In the event that the CONTRACTOR expends \$750,000 or more in federal awards in its fiscal year, the CONTRACTOR must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DOE. The determination of amounts of federal awards expended should be in accordance with the guidelines 2 CFR § 200 Subpart F, as revised, establishes.
- (2) In connection with the audit requirements, the recipient shall also fulfill the following instructions listed in 2 CFR § 200.508 through 200.512, for reporting package requirements:
  - (a) Financial statements and schedule of expenditures of federal awards (SEFA) discussed in Sections 200.510(a) and (b).
  - (b) Summary schedule of prior audit findings discussed Section 200.515.
  - (c) Auditor's report(s) discussed in Section 200.515.
  - (d) Obtain auditor' findings (if any) discussed in Section 200.516
  - (e) Corrective action plan responses discussed in Section 200.511(c).
  - (f) Such audits shall cover the entire CONTRACTOR organization for the organization's fiscal year.
  - (g) The SEFA shall identify expenditures by grant award/contract number for each grant award/contract with the COALITION in effect during the audit period unless otherwise disclosed as in Section 200.510(b)(2).
  - (h) The financial statements shall disclose whether the CONTRACTOR met the matching requirement for each applicable contract/grant.
  - (i) The CONTRACTOR shall fully disclose in the audit report all questioned costs and liabilities due to the COALITION with reference to the COALITION grant award(s)/agreement(s)/contract(s) involved.
- (3) The audit procedures and the 2 CFR § 200 Subpart F audit reports must include the COALITION'S annual financial monitoring report results. If the CONTRACTOR expends less than \$750,000 in federal awards in its fiscal year, the COALITION does not require an audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised. If the CONTRACTOR expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised, the CONTRACTOR must pay the cost of the audit from non-federal resources (i.e., the CONTRACTOR must pay the audit costs from resources obtained from non-federal and non-state entities).
- (4) Although the audit provisions of 2 CFR § 200 Subpart F ordinarily do not apply to for-profit subcontractors/sub-grantees, in the case of federal funding from the USDHHS, 2 CFR § 200 Subpart F does apply to commercial for-profit material service organizations, administrative entities, central agencies and other similar organizations. See 45 CFR Part 74.26 for further details.
- (5) Find links to several Federal Single Audit Act resources at the following website: Federal Single Audit Act Resources.

**b. State-funded**

- (1) This part is applicable if the CONTRACTOR is a non-state entity as defined by the Florida Single Audit Act (Section 215.97(2), Florida Statutes).
- (2) In the event the CONTRACTOR expends \$500,000 or more of state financial assistance in any fiscal year, the CONTRACTOR must have a state single or project-specific audit conducted in compliance with Section 215.97, Florida Statutes; applicable rules of DFS and Sections 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit

Organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DOE, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

- (3) In connection with the state-funded audit requirements above, the CONTRACTOR shall ensure the audit complies with the requirements outlined in Section 215.97(8), Florida Statutes. This includes submitting a financial reporting package as Section 215.97(2), Florida Statutes, and Sections 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, require. Current Rules of the Auditor General require each CONTRACTOR to complete and submit the Financial Reporting Package Submittal Checklist as part of the annual financial reporting package. Please refer to the checklist shown as **Exhibit III**.
- (4) If the CONTRACTOR expends less than \$500,000 in state financial assistance in its fiscal year, the provisions of Section 215.97(2), Florida Statutes, do not require an audit. If the CONTRACTOR elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the CONTRACTOR must pay the audit costs from non-state resources (i.e., the CONTRACTOR must pay the audit costs from resources obtained from non-federal and non-state entities).
- (5) Pursuant to Section 215.97(8), Florida Statutes, state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
- (6) Find additional information regarding the Florida Single Audit Act at the [Florida DFS website State Single Audit resources](#).

## 5. Report submission

- a. The CONTRACTOR shall submit copies of reporting packages for audits conducted in accordance with 2 CFR § 200 Subpart F, as revised, and as **Attachment II** of this Contract requires, directly to each of the addresses indicated.

Note – For the addresses noted with an asterisk (\*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

- (1) Submit one paper copy and one electronic copy of the financial reporting package to OEL at the following address:  
Inspector General\*  
Office of Early Learning  
250 Marriott Drive  
Tallahassee, FL 32399
- (2) Submit one electronic copy of the financial reporting package to OEL at the SharePoint CONTRACTOR site, FMSAS/Annual A-133 Audit Files.\*
- (3) The Federal Audit Clearinghouse designated in 2 CFR § 200 Subpart F (the number of copies described in Section 200.512(b) and the reporting package should be submitted to the Federal Audit Clearinghouse). Single Audit reporting package as described in Section 200.512(c) must be submitted using the Federal Audit Clearinghouse's Internet Data Entry System at: Federal Audit Clearinghouse's Internal Data Entry System.
- (4) Submit to other federal agencies and pass-through entities in accordance with report submission instructions from 2 CFR § 200 Subpart F, as revised.

- b. The CONTRACTOR shall submit copies of financial reporting packages that Section 4.b. of this Contract requires, including any management letter(s) the auditor issues and corrective action plan responses the CONTRACTOR prepared directly to each of the following addresses.

Note – For the addresses noted with an asterisk (\*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

- (1) Submit one paper copy and one electronic copy of the financial reporting package to OEL at the following address:

Inspector General  
Office of Early Learning  
250 Marriott Drive  
Tallahassee, FL 32399

- (2) Submit one electronic copy of the financial reporting package to COALITION.

- (3) Submit one paper copy and one electronic copy of the financial reporting package to the Auditor General's Office at –

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email – [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Website – [www.mvflorida.com/audgen](http://www.mvflorida.com/audgen)

- (4) Any reports, management letters or other information required to be submitted to DOE pursuant to this agreement shall be submitted timely in accordance with 2 CFR § 200 Subpart F, Florida Statutes, and Sections 10.550 (local governmental entities) or 10.650 (non-profit and for profit organizations), Rules of the Auditor General, as applicable.

- (5) The CONTRACTOR shall indicate in correspondence accompanying the reporting packages the date the auditors to the CONTRACTOR delivered the reporting package to the CONTRACTOR.

- (6) All items Auditor General Rule 10.656(3) requires, as described on the Auditor General's Financial Reporting Package Submittal Checklist, and related checklist instructions must be included for a reporting package to be considered complete. See the attached checklist and Auditor General filing instructions.

By signing below, the CONTRACTOR, through the duly appointed undersigned representative, certifies and assures that it shall fully comply with the applicable audit requirements outlined in this Attachment II.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Service Provider Representative

By Electronic Signature

Michael DeLuca, Pres & CEO  
Print Name/Title

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**  
**ATTACHMENT III**  
**TO STANDARD CONTRACT WITH**  
**Broward Regional Health Planning Council, Inc.**  
**(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care**  
**Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care**  
**Programs)**

**ASSURANCES AND CERTIFICATIONS**

Authority for data collection - 45 CFR Part 98.10-1 2; Sections 1001.213, 1002.75 and 1002.82, Florida Statutes.

Instructions - These certifications and assurances will be in effect for the duration of this Contract. The COALITION shall not require amendments unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this agreement. The entity/agency head, or other authorized officer, must sign the certification and return it to the address listed below. No payment for this Contract will be made without this current signed Certifications and Assurances form on file. The COALITION will not award a grant or enter into a contract where the CONTRACTOR has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the CONTRACTOR hereby certifies and assures that it will fully comply with the following requirements:

- I. Federal certifications – applicable to all entities
- II. Federal or state-required assurances – applicable to the CONTRACTOR
  - A. Assurances - Non-Construction Programs (OMB Standard Form (SF) 424 B)
  - B. Assurances - Construction Programs (OMB Standard Form (SF) 424 D), if applicable
  - C. Other Assurances - Miscellaneous/General Disclosures
  - D. Assurances for Proper Expenditure Reporting
  - E. CCDF Salary Cap Annual Testing Requirements
  - F. Certification Regarding CONTRACTOR Status as a Non-major Corporation
  - G. Certification of Cost Allocation Plan or Indirect Cost Rate Proposal
  - H. Debarment and Suspension Certification (29 CFR. part 98 and 45 CFR part 74)
  - I. Certification Regarding Lobbying (29 CFR part 93 and 45 CFR part 93)
  - J. Drug-free Workplace Certification (29 CFR part 98 and 45 CFR part 82)
  - K. Certification Regarding Convicted Vendor List and Discriminatory Vendor List
  - L. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds (section 1002.89(1), Florida Statutes, section 1002.71(1) and (7) Florida Statutes and 45 C.F.R. § 98.54)
  - M. Trafficking Victims Protection Act of 2000
  - N. Certification Regarding Environmental Tobacco Smoke - The Pro-Children Act of 2001
  - O. Certification Regarding Subrecipient and Subcontractor Monitoring

- P. Certification Regarding Immigration Status
- Q. Certification Regarding Standards of Conduct
- R. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)
- S. "The Transparency Act" (as defined in 2 CFR Part 170)
- T. Equal Employment Opportunity (E.E.O.)
- U. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
- V. Scrutinized Companies Lists
- W. Davis Bacon Act, as amended (40 USC 276a et. seq.)
- X. DUNS number - Data Universal Numbering System.
- Y. System for Award Management ("SAM")
- Z. Conflicts of Interest
- AA. Contract Work Hours and Safety Standards Act
- BB. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- CC. Procurement of recovered materials
- DD. Procurements and other purchases
- EE. Property
- FF. Purchase of American-Made Equipment and Products

III. Federal certifications – applicable to all entities

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

SEVERAL REQUIRE SIGNATURE AS STATED BELOW. FOR THOSE THAT REQUIRE SIGNATURE, EACH FORM MUST BE PRINTED, SIGNED AND ATTACHED TO THIS CONTRACT WHEN IT IS EXECUTED. THIS CONTRACT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL, SIGNED, AND ATTACHED TO AN ORIGINAL SIGNED AWARD.

- A. Debarment and Suspension Certification (29 CFR part 98 and 45 CFR part 74)
- B. Certification Regarding Lobbying (29 CFR part 93 and 45 CFR part 93)
- C. Drug-free Workplace Certification (29 CFR part 98 and 45 CFR part 82)

By signing this Contract, the CONTRACTOR is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS** NOTE: Certain of these Assurances may not be applicable to the CONTRACTOR'S project or program. If you have questions, please contact the COALITION.

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

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will initiate and complete the work set forth in this Contract within the applicable time frame after receiving the awarding agency's approval.
3. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR part 900 subpart F).
4. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) s. 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ss. 523 and 527 of the Public Health Service Act of 1912, as amended (42 USC 290 dd.3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 USC 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which the CONTRACTOR is making application for federal assistance; and (j) any other non-discrimination statute requirements that may apply to the application.
5. Will comply with, or has already complied with, the titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
6. Will comply, as applicable, with the provisions of the Hatch Act (5 USC 1501-1508 and 7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
7. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a-276a7), the Copeland Act (40 USC 276c and 18 USC 874) and the contract Work Hours and Safety Standards Act (40 USC 327-333) regarding labor standards for federally assisted construction sub-agreements. For projects involving construction--
  - a. The project is not inconsistent with the Florida DOE's overall plans for the construction of school facilities.
  - b. In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities

constructed with the use of federal funds are accessible to and usable by individuals with disabilities.

- c. When federal program legislation requires, all construction contracts the recipients and subrecipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
8. Will comply, if applicable, with flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
9. Will comply with environmental standards that may be prescribed pursuant to (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and executive order (E.O.) 11514; (b) notifying violating facilities pursuant to E.O. 11738; (c) protecting wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in flood plains in accordance with E.O. 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 USC 1451, et. seq.); (f) conformity of federal actions to state (clear air) implementation plans under section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401, et seq.); (g) protecting underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protecting endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271, et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
11. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470); E.O. 11593 (identification and protection of historic properties); and the Archeological and Historic Preservation Act of 1974 (16 USC 469a-1, et seq.).
12. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801, et seq.), which prohibits using lead-based paint in construction or residence structure rehabilitation.
13. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
14. Will administer each program covered by this **Attachment III** in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
15. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
16. Will submit such reports as described in **Section D** of this **Attachment III** to the Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The CONTRACTOR will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.

17. Will provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
18. Will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
19. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), which provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
20. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
21. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
22. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.

**B. ASSURANCES – CONSTRUCTION PROGRAMS – required by OMB Standard Form SF 424D, see SF-424D Construction Programs. – IF APPLICABLE**

Note – Certain of these assurances may not be applicable to the COALITION'S operations. Please contact the COALITION with questions.

**C. OTHER ASSURANCES – MISCELLANEOUS/GENERAL DISCLOSURES**

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

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR § 200 Subpart F, *Audit Requirements* and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**D. ASSURANCES FOR PROPER EXPENDITURE REPORTING**

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

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

**E. CCDF SALARY CAP ANNUAL TESTING REQUIREMENTS**

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that the CONTRACTOR and the COALITION may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. The CONTRACTOR may not use CCDF award funds to pay an individual’s salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum general Executive Level II salary for calendar year 2015 is \$183,500 and is updated annually at the U.S. Office of Personnel Management website. This amount reflects an individual’s base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The CONTRACTOR shall apply this salary limitation to subawards/subcontracts under an ACF grant or cooperative agreement (Child Care Development Grant Funds Program Specific Terms and Conditions for State and Territory Grantees, V.2013.1 (12/2012)).

1. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, should perform and document an annual analysis using W-2 data.
4. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, are responsible for assuring compliance with this provision. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, are responsible for enforcing other impacted entities of this compliance requirement.
5. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, shall comply with salary cap reporting requirements outlined in this section.

**F. CERTIFICATION REGARDING CONTRACTOR STATUS AS A NON-MAJOR CORPORATION**

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

- The CONTRACTOR is not a major nonprofit organization.  
 The CONTRACTOR is a major nonprofit organization

**G. CERTIFICATION OF COST ALLOCATION PLAN OR INDIRECT COST OR RATE PROPOSAL**

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

#### **H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION**

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's Excluded Parties List System identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that sub-grantees and contractors are not suspended, debarred or disqualified. The contractor/grantee through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also available on the [Florida Department of Management Services](#) website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense connected to obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violating federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, records falsification or destruction, making false statements or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the agreement.

#### **I. CERTIFICATION REGARDING LOBBYING – Certification for contracts, grants, loans and cooperative agreements.**

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

The undersigned, as the CONTRACTOR's duly authorized representative, certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **J. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the CONTRACTOR, through the duly-appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning –
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.

- d. The penalties that the CONTRACTOR may impose upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that the CONTRACTOR gives to each employee involved in executing this Contract a copy of the statement paragraph 1 requires.
- 4. Notifying the employee in the statement paragraph 1 requires that, as an employment condition under the agreement, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer, in writing, of his or her conviction for violating a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5. Notifying the COALITION in writing within 10 calendar days of receiving notice from an employee of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
  - Division of Grants Management and Oversight
  - Office of Management and Acquisition
  - U.S. Department of Health and Human Services
  - Room 517-D
  - 200 Independence Avenue
  - SW Washington, DC 20201
 (Notice shall include the identification number[s] of each affected grant).
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted –
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement or other appropriate agency approved for such purposes.
- 7. Making a good faith effort to continue maintaining a drug-free workplace through implementing this entire certification.

The following are the sites for the performance of work done in connection with the specific agreement, including street address, city, county, state and zip code - *300 Oakwood Lane, #100, Hollywood, Broward, FL 33020*

Check  if there are workplaces on file that the CONTRACTOR did not identify here.

Check  if the CONTRACTOR required an additional page for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to this section's provisions.

**K. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST**

The CONTRACTOR hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any CONTRACTOR person or affiliate, has been convicted of a public entity crime as Section 287.133, Florida Statutes, defines, nor placed on the convicted vendor list or discriminatory vendor list pursuant to Section 287.134, Florida Statutes, all of which can be

found on the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it must inform the COALITION immediately upon any change of circumstances regarding this status.

**L. CERTIFICATION REGARDING SEPARATION OF VPK EDUCATION PROGRAM AND SR PROGRAM FUNDS**

Pursuant to Sections 1002.71(1) and (7), 1002.89 Florida Statutes, and 45 CFR part 98.54, the VPK and SR Programs are independent programs that separate state and federal sources fund. All the CONTRACTOR expenditures made and fiscal records maintained shall reflect funds expenditure separation.

The CONTRACTOR hereby certifies that:

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the CONTRACTOR maintains. The CONTRACTOR shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the Voluntary Prekindergarten Education Program and shall be distinctive and clearly identifiable in all fiscal records the CONTRACTOR maintains.

**M. TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED, (22 U.S.C. 7104(g))**

This agreement is subject to requirements found in s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104(g)). The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with s. 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e., grant or cooperative agreement) under which a private entity receives funding, s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect.
2. Procures a commercial sex act during the period of time that the award is in effect.
3. Uses forced labor in the performance of the award or sub-awards under the award.

**N. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – The PRO-CHILDREN ACT OF 2001**

The Pro-Children Act of 2001, 42 USC 7181-7184, imposes restrictions on smoking in facilities where an agency provides federally-funded children's services. HHS grants are subject to these requirements only if they meet the act's specified coverage. The act specifically prohibits smoking in any indoor facility (owned, leased or contracted) where kindergarten, elementary or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased or contracted) where federally-funded health care, child care or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if an agent used federal funds to construct, operate or maintain such facilities. The statute does not apply to children's services provided in private

residences, facilities that Medicare or Medicaid solely fund, portions of facilities used for inpatient drug or alcohol treatment, or facilities for redeeming Women, Infants, and Children (WIC) coupons. Failure to comply with the law's provisions may result in the imposition of a civil monetary penalty of up to \$1,000 per violation or the imposition of an administrative compliance order on the responsible entity.

**O. CERTIFICATION REGARDING SUBRECIPIENT AND SUBCONTRACTOR MONITORING**

The CONTRACTOR certifies that it has established and shall implement fiscal and programmatic monitoring procedures for its subrecipients.

**P. CERTIFICATION REGARDING IMMIGRATION STATUS**

The CONTRACTOR certifies that it agrees to comply with the provisions of Section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

**Q. CERTIFICATION REGARDING STANDARDS OF CONDUCT**

The CONTRACTOR certifies that it shall comply with the provisions 2 CFR §200.318, *General Procurement Standards*, regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**R. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW**

To comply with P.L. 111-117, the CONTRACTOR may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the CONTRACTOR may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

**S. THE TRANSPARENCY ACT (as 2 CFR Part 170 defines)**

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

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as 2 CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR Part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at [the USDHHS ACF website](#).

**T. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

The CONTRACTOR agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

**U. CLEAN AIR ACT (42 USC 7401, et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC 1251, et seq.), AS AMENDED**

1. If this grant or contract is in an amount in excess of \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.
2. Provide notice to the COALITION in writing of violations. Submit copies of written violation notices to:

Division of Grants Management and Oversight  
Office of Management and Acquisition  
U.S. Department of Health and Human Services  
Room 517-D  
200 Independence Avenue  
SW Washington, DC 20201

United States Environmental Protection Agency  
Region 4  
Sam Nunn Atlanta Federal Center  
61 Forsyth Street, SW  
Atlanta, GA 30303-8960

**V. SCRUTINIZED COMPANIES LISTS PROVISIONS AND CERTIFICATION (Chapter 287.135, Florida Statutes)**

If this Contract is for goods or services of \$1 million or more and entered into or renewed on or after July 1, 2011, then COALITION may terminate this Contract at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as Section 287.135(5), Florida Statutes, defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of Section 215.473, Florida Statutes.

If this Contract is in the amount of \$1 million or more, in compliance with Section 287.135, Florida Statutes, the CONTRACTOR, by signing this agreement, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**W. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, et seq.)**

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal

awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

#### **X. DUNS NUMBER – DATA UNIVERSAL NUMBERING SYSTEM**

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as “DUNS + 4,” which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and subrecipients funded with federal funds must obtain a DUNS number prior to receiving a grant

#### **Y. SYSTEM FOR AWARD MANAGEMENT (SAM)**

Unless exempt from these requirements under OMB guidance at 2 CFR Part 25 (e.g., individuals), the CONTRACTOR must:

1. Be registered in SAM prior to submitting an application or proposal under this announcement. SAM information can be found at <https://www.sam.gov/portal/public/SAM/>.
2. Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or proposal under consideration by a Federal awarding agency, and
3. Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

#### **Z. CONFLICTS OF INTEREST**

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the COALITION must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
  - a. If the CONTRACTOR has a parent, affiliate or subsidiary organization that is not a state or local government, the CONTRACTOR must also maintain written standards of conduct covering organization conflicts of interest.
  - b. 65.2.1. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the CONTRACTOR is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
  - c. 65.2.2. The CONTRACTOR's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

2. Related party contracts. Pursuant to the Contract, the CONTRACTOR shall provide the COALITION contract documentation for any contracts with CONTRACTOR employees, governing board members or relatives of either group as Section 112.3143(1)(b), Florida Statutes, defines.

**AA. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Federal and state standards for procurement and contracts administration require all contracts in excess of \$100,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

1. The CONTRACTOR will compute wages on a 40 hour week and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.
2. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

**BB. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)**

Federal and state standards for procurement and contracts administration require all contracts in excess of \$2,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

1. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The CONTRACTOR and its subrecipient or subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to the Department of Labor.

**CC. PROCUREMENT OF RECOVERED MATERIALS**

1. Pursuant to 2 CFR §§200.317, Procurements by states, and §200.322, Procurement of recovered materials, the CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
  - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
  - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
  - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the CONTRACTOR shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The CONTRACTOR shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials

practicable unless the CONTRACTOR determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

3. Paragraph 2 of this clause shall apply to items purchased under this contract where: (1) the CONTRACTOR purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the CONTRACTOR: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### **DD. PROCUREMENT AND OTHER PURCHASES**

The CONTRACTOR must comply with federal/state procurement requirements. State procurement instructions are described in Sections 215.971, 287.057, and 287.058, Florida Statutes. 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

#### **EE. PROPERTY**

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The CONTRACTOR shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The CONTRACTOR shall include in all subrecipient and subcontractor contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient or subcontractor purchases with funds provided under the agreement to revert to the CONTRACTOR upon contract termination.
2. In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the CONTRACTOR under this Contract shall be vested in the COALITION; however, title and ownership shall be transferred to COALITION upon termination of the CONTRACTOR's participation in early learning programs, unless otherwise authorized in writing by the COALITION. All property required to be returned to the COALITION will be in good working order. See 2 CFR §200.318, General procurement standards, Section 273.02, Florida Statutes, and 69I-73.002, F.A.C.
3. The term "nonexpendable property" shall include all tangible personal property that meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, property shall not be purchased with program funds without prior approval from COALITION.
4. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
5. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning programs shall be listed on the property records of the CONTRACTOR. The CONTRACTOR shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
6. Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a subrecipient contractor is no longer

needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in 6.

7. The Office's policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the CONTRACTOR level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the CONTRACTOR is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the COALITION to be forwarded to OEL which will in turn forward said income to the United States Department Health and Human Services.<sup>1</sup> Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the COALITION.

*Upon termination of a project, and at the discretion of the COALITION, all equipment/property purchased with project funds will be transferred to the location(s) specified by the COALITION and all necessary actions to transfer the ownership records of the equipment/property to the COALITION or its designee, will be taken.*

#### **FF. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this agreement will be American-made.

P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 507 – "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

By signing below, the CONTRACTOR, through the duly appointed undersigned representative, certifies and assures that it will fully adhere and comply with the applicable assurances outlined in parts A through FF, above for participation in state and federal programs as applicable to this Contract.

By:  
Authorized Service Provider Representative

Date

By Electronic Signature

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
ATTACHMENT IV  
TO STANDARD CONTRACT WITH  
Broward Regional Health Planning Council, Inc.  
(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care  
Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care  
Programs)**

**INTERNAL CONTROLS ASSURANCE**

The CONTRACTOR certifies and assures, by checking the items below, that as of July 1 of each grant award period the CONTRACTOR is compliant with and has processes in place to address all internal control elements described below. This certification is distinct from the self-assessment Internal Control Questionnaire (ICQ) Survey Form, which will be provided by the COALITION by September 30 of each year unless other instructions are provided by the COALITION in writing.

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

By: \_\_\_\_\_  
Authorized Service Provider Representative

\_\_\_\_\_ Date

Michael De Lucca Pres & CEO  
Print Name/Title

#

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
ATTACHMENT V  
TO STANDARD CONTRACT WITH  
Broward Regional Health Planning Council, Inc.  
(Eligibility and Enrollment and Fiscal Administration for School Readiness, Child Care  
Executive Partnership, Voluntary Prekindergarten, and Financially Assisted Child Care  
Programs)

APPLICABLE FEDERAL AND STATE STATUTES, RULES, REGULATIONS, AND  
GUIDANCES

The CONTRACTOR shall comply with the following Federal and state laws and regulations in the course of performing or delivering services under this Contract

1. Federal

- 1.1 2 Code of Federal Regulation ("CFR") § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 1.2 2 CFR § 25.110- Central Contractor Registration ("CCR") and Data Universal Number System ("DUNS") Numbers.
- 1.3 45 CFR Part 75 United States Department of Health and Human Services ("USDHHS") Implementation of the Office of Management and Budget's ("OMB") Uniform Administrative Requirements for HHS Awards (aka @ CFR § 200).
- 1.4 45 CFR part(s) 260-265 -Temporary Assistance for Needy Families ("TANF") regulations (related to 2.3)
- 1.5 Child Care Development Block Grant ("CCDBG") Act of 2014 (Pub L 113-186); CCDBG Act of 1990, as amended 42 United States Code ("U.S.C.") 9858, et seq.
- 1.6 45 CFR part 98- Child Care Development Fund ("CCDF")- Final Rule
- 1.7 45 CFR part 99 Procedures for Hearings for the CCDF.
- 1.8 CCDF Discretionary Fund governing requirements - Title VI. Personal Responsibility and Work Opportunity Reconciliation Act ("PRWORA") of 1996 and subsequent amendments, codified at 42 USC 9858-9858, et seq.
- 1.9 CCDF Mandatory and Matching Funds -Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 USC 618.
- 1.10 Other applicable requirements from the Code of Federal Regulations ("USDHHS")-
  - 1.10.1 45 CFR part 82 - Drug-Free Workplace Act Common Rule.
  - 1.10.2 45 CFR part 93 - Byrd Anti -Lobbying Amendment Common Rule.
- 1.11 American Competitiveness and Corporate Accountability Act of 2002, aka Sarbanes-Oxley Act ("SOX")-
  - 1.11.1 Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
  - 1.11.2 Section 1107, Protection for whistleblowers (employees and other individuals).

## 2. Florida

- 2.1 Chapter 1002, part V, Florida Statutes (“F.S.”) – Voluntary PreKindergarten (“VPK”) Education Program.
- 2.2 Chapter 1002, part VI, F.S. – School Readiness (“SR”) Program.
- 2.3 Provisions related to SR of the current USDHSS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families.
- 2.4 Provisions related to SR of the current USDHSS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.
- 2.5 6M-4, Florida Administrative Code (“F.A.C.”)- School Readiness Program Rules.
- 2.6 6M-8, F.A.C. - Voluntary Prekindergarten Education Program Rules.
- 2.7 6M-9, F.A.C. - Early Learning Coalitions Rules.
- 2.8 Chapter 112, F.S., Public Officers and Employees -
  - 2.8.1 Section 112.051, F.S. -Per diem and travel expenses of public officers, employees and authorized persons.
  - 2.8.2 Section 112.313, F.S. - Standards of conduct for public officers, employees or agencies and local government attorneys.
  - 2.8.3 Section 112.3135, F.S. - Restriction on employment of relatives.
  - 2.8.4 Section 112.3143(1)(b), F.S. - Voting conflicts.
- 2.9 Procurements:
  - 2.9.1 Section 215.971, F.S. -Agreements funded with federal or state assistance.
  - 2.9.2 Section 287.057, F.S. - Procurement of commodities or contractual services.
  - 2.9.3 Section 287.058, F.S. - Contract document.
- 2.10 Chapter 119, F.S. – Public Records
  - 2.10.1 Section 119.01, F.S. - General state policy on public records.
  - 2.10.2 Section 119.07, F.S.- Public Records
- 2.11 *Other state laws and regulations-*
  - 2.11.1. Section 11.062, F.S. - Use of state funds for lobbying prohibited; penalty.
  - 2.11.2. Section 17.04, F.S. - To audit and adjust accounts of officers and those indebted to the state
  - 2.11.3. Section 20.052, F.S. - Advisory bodies, commissions, boards.
  - 2.11.4. Section 39.201, F.S. - Proceedings related to children.
  - 2.11.5. Section 39.604, F.S. - Rilya Wilson Act attendance and reporting responsibilities.
  - 2.11.6. Section 215.42, F.S. - Purchases from appropriations, proof of delivery.
  - 2.11.7. Section 215.422, F.S.- Payment, warrants and invoices; processing time limits; and dispute resolution.
  - 2.11.8. Section 215.97, F.S. - Florida Single Audit Act.
  - 2.11.9. Section 216.181, F.S. - Approved budgets for operations and fixed capital outlay.
  - 2.11.10. Section 216.301, F.S. - Appropriations; undisbursed balances.
  - 2.11.11. Section 216.345, F.S. - Professional or other organization membership dues; payment.
  - 2.11.12. Section 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited.
  - 2.11.13. Section 252.365, F.S. - Emergency coordination officers; disaster- preparedness plans.
  - 2.11.14. Chapter 274, F.S. - Tangible Personal Property.
  - 2.11.15. Section 286.25, F.S. - Publication or statement of state sponsorship.
  - 2.11.16. Section 287.107, F.S. - Purchasing categories, threshold amounts.
  - 2.11.17. Section 287.0943, F.S. - Certification of minority business enterprises.

- 2.11.18. Section 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.11.19. Section 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities.
- 2.11.20. Section 287.135, F.S. - Prohibition against contracting with scrutinized companies.
- 2.11.21. Section 402.281, F.S. - Gold Seal Quality Care program.
- 2.11.22. Section(s) 402.301- 402.319, F.S. - Child Care facilities provisions.
- 2.11.23. Section 411.223, F.S. - Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- 2.11.24. Section 414.39, F.S. - Fraud.
- 2.11.25. Section 414.411, F.S. - Public Assistance Fraud.
- 2.11.26. Section 415.1034, F.S. - Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.11.27. Chapter 427, F.S. - Special Transportation and Communication Services.
- 2.11.28. Section 435.03, F.S. - Level 1 screening standards.
- 2.11.29. Section 435.04, F.S. - Level 2 screening standards.
- 2.11.30. Section 445.022, F.S. - Workers' Services Transitional child care.
- 2.11.31. Section 943.0542, F.S. - Access to criminal history information provided by the department to qualified entities.
- 2.11.32. Florida Department of Education ("FDOE") Travel Policy Manual.
- 2.11.33. Florida Department of Financial Services ("DFS") Contract and Grant User Guide.
- 2.11.34. Florida Reference Guide to State Expenditures

**Early Learning Coalition of Broward County, Inc.**  
 Broward Regional Health Planning Council - Budget Allocation  
**Contract # BRHPC-EDAP-17-ELC2**  
**Eligibility Determination, Application Processing, Slot Management, and Provider Payment - ELC 2**  
 Fiscal Year 2015-2016  
 For the Period of July 1, 2015 through June 30, 2016

Category	OCA	FOEL Base	CCEP (Purchasing Pool)	FOEL - VPK	CSC	Total Contract	Percent of Total Contract
Eligibility Determination & Enrollment/Slot Payment Management	97BDB*	\$ 2,120,569	\$ 44,006	\$ -	\$ 359,577	\$ 2,523,152	3%
Direct Services/Eligibility Determination	97PPD*		214,328	-		214,328	0%
VPK Administration/Payment Management Includes BBA and SYS	VPADM*			894,373		894,373	1%
<b>Non-Direct Services (Total)</b>		<b>2,120,569</b>	<b>258,334</b>	<b>894,373</b>	<b>359,577</b>	<b>3,631,853</b>	<b>4%</b>
<b>Slots (Total)</b>		<b>32,704,965</b>	<b>2,493,766</b>	<b>37,500,000</b>	<b>6,331,500</b>	<b>79,030,231</b>	<b>96%</b>
Purchasing Pool (Includes Gold Seal)	97PPD**		2,493,766			2,493,766	3%
OEL (determined by EPS Reports)	Various**	32,704,965				32,704,965	40%
CSC (limited to Attachment 1A)(c) (1)(d)	Various with Limits**				6,331,500	6,331,500	8%
VPK Enrollment	VPPRS			37,500,000		37,500,000	45%
<b>Total Allocated</b>		<b>\$ 34,925,534</b>	<b>\$ 2,752,100</b>	<b>\$ 38,394,373</b>	<b>\$ 6,590,077</b>	<b>\$ 82,662,084</b>	<b>100%</b>

Match 6% Working Poor	\$ 900,000
Match Purchasing Pool - County	1,401,500
Match Purchasing Pool - Business	1,000,000
Projected Parent Assessed Fees	5,000,000
Number of Slots (254,137)	9,256
Number of VPK Slots (14 DDD School Yr / 1 DDD Summer)	15,012

Estimated CFDA to Funding Source**	
<b>School Expenses (AWI/Risk)</b>	
93.558 - Temporary Assistance to Needy Families (TANF)	17.39%
93.558 - TANF Maintenance of Effort (MOE)	12.13%
93.575 - Child Care Development Fund (CCDF)	17.10%
93.713 - CCDF Discretionary	23.20%
93.596 - CCDF Mandatory	5.65%
93.596 - CCDF Mandatory/Matching	22.20%
93.596 - CCDF Maintenance of Effort (MOE)	4.24%
93.667 - Social Services Block Grant (SSBG)	0.09%
Total U.S. Department of Health and Human Services	100.00%
<b>Voluntary Contributions (VPK)</b>	
73.007 - General Revenue	100.00%

\* Request Copy of General Ledger for Actual Expenses  
 \*\* As per the 2014-2015 AWI Notice of Award

	SR	VPK	Total
FY 2015-2016 Contract	\$ 44,267,711	\$ 38,394,373	\$ 82,662,084

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

REVENUES			
4000	<b>Contracts, Grants and Other Financial Assistance</b>		
4001	Contracts, Grants - State and Federal Early Learning Coalition of Broward County Inc.		\$ 3,631,853
4010	Contracts, Grants - Local		-
4020	Contracts, Grants - Other		-
4020	Contracts, Grants - Other		-
4020	Contracts, Grants - Other		-
4050	Gifts, Donations and Pledges		-
4060	In-Kind		-
<b>Total Revenue</b>			<b>\$ 3,631,853</b>

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

**EXPENDITURES**

5000	Employee Provided Salaries and Benefits		
	5001	Regular Salary	\$ 1,817,984
	5001	Overtime Salary (BRHPC policy prohibits overtime)	-
5000	Total Salaries		1,817,984
	Employee Benefits		
	5005	Payroll Taxes FICA /MICA-7.65% of Salaries Social Security = 6.20% / Medicare - 1.45%	139,076
	5007	Benefits - Reemployment First \$7,000 x 53 FTE x .0346	15,053
	5010	Health, Dental, ADD & Life \$513.55 x 12 x 7.15 FTE + \$513.55 x 11 x 52 FTE	337,813
	5020	Retirement 5% - 15% depending on length of employment	8,750
	5030	Life and Disability, Other Benefits	-
	5040	Other Benefits	-
	Total Employee Benefits		500,692
5000	Total Salaries / Benefits		2,318,676

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

5100	Staff Development		
	5101	Staff Development	Trainings, conferances, meetings \$282/year x 45 FTE \$12,690.
	5105	Tuition Reimbursement	-
5100	Total Staff Development		12,690
6000	Professional Services		
	6002	Auditing	FTE distribution of cost of A-133 audit & CPA preparation of 990.
	6005	Information Technology	Lease online Eliibility System including database, website, configuration, customization, training and go-live support \$38,400. Website design with single-point of entry application capability to facilitate family enrollment \$6,000.(Outsourced)
	6020	Temporary Employment	Temporary staff from employment agency to cover vacancies.
	6025	Printing and Reproduction	Copiers, fax, scanners maintenance, supplies and materials for binding & other reproduction services 10 months
	6030	Repair and Maintenance	-

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

	6035	Other Professional Services	Subcontracts: 211 First Call for Help 24/7 phoneservice for information/pre-eligibility/referrals & appointments \$165,000. Consultants assisting with establishing system protocols, bi-annual monitoring of compliance with State & ELC Policies & Procedures \$35,000. Legal Services \$40,000. Development of marketing and communication plan for project messaging and graphic design for print materials, web and radio ads. Includes ad placement and project account executive to manage marketing/outreach with media, establishment of contact database and required data tracking, reporting and translation of printed materials \$30,000. Conduct Social Network Marketing Push with highly customized social media marketing services to promote the program and reach parents \$12,000. CareerBuilders Employment Ads \$5,000. Electrical Contractor for modifications \$9,985.	320,985
6000	Total Professional Services			414,688
6050	Direct Services - Child Care			-
7000	Occupancy			-
	7001	Rental - Office Space	FTE distribution for 10 months for office rent, utilities & maintenance \$77,242. Office rent at 4 child care centers for eligibility specialists \$16,500.	93,243
	7002	Utilities	included in rental amount	-
	7003	Building Maintenance	included in rental amount	-

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

7000	Total Occupancy		93,243
7050	Postage, Freight, Delivery		
	7051	Postage, Freight, Delivery Postage, overnight and next-day deliveries, mail to families, providers, newsletter and packages.	24,809
7050	Total Postage, Freight, Delivery		24,809
7100	Rental		
	7101	Rental - Office Equipment	-
7100	Total Rental		-
7150	Supplies		
	7151	Office Supplies and Office Expense lter Stationary, envelopes, paper, printer toners, other office supplies \$67/mo x 10 mos. per FTE. File cabinets, replacement keyboards & monitors (each under \$1,000 not capitalized).	41,641
7150	Total Supplies		41,641
7200	Communications		
	7201	Communications Agency cell phones @ \$50/mo x 10 mos x 40 FTE \$20,000. 35 Mitel VOIP phones @ \$150 each + Class D license \$140 each \$290 x 35 = \$10,150. 6 Dell Networking N2048P Switches @ \$3,000 each \$18,000. 3 Dell W-AP277 Access Point @ \$325 each \$2,475.	

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

		Network hardware \$1,947. ComCast Business Internet \$250 x 10 months \$2,500. Verizon MiFi Data \$50/mo x 10 mos. x 25 FTE \$12,500. Ez-App Appointment System lease \$20,000.	87,572
7200	<b>Total Communications</b>		87,572
7250	<b>Insurance</b>		
	7251	Insurance (D & O)	2,254
	7255	Insurance (Automobile)	-
	7260	Insurance (General Liability)	4,680
	7265	Insurance (Workers Compensation)	14,543
	7275	Insurance (Other)	2,636
7250	<b>Total Insurance</b>		24,113
7300	<b>Tangible Personal Property</b>		
	7301	Equipment > \$1,000 PowerEdge R730 server @ \$19,500. PowerVault MD 3400 SAN \$15,500. 27 Dell Latitude E6440 computer @ \$1,350 each \$36,450. 2 HP Color LaserJet Enterprise M651dn printers @ \$2,210 each \$4,220. 2 Samsung UN50J5500 50-Inch Displays @ \$1,200 each \$2,400.	78,070

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

	7302	Equipment < \$1,000	\$160 each \$10,240. 27 Brother Printer/Scanners @ \$150 each \$4,050. 27 Rolling Laptop/Scanner bags @ \$100 each \$2,700. 34 work/desk modules and chairs \$34,835, 34 desk chairs \$3,400, Soundproofing \$3,975, Lockers for staff \$2,582. Faux conduit covers \$3,956.	89,098
7300	Total Tangible Personal Property			167,168
7400	Quality			
	7401	Quality and Classroom materials		-
	7405	Training materials and space		-
	7410	Consumer Education and Outreach Mai		-
	7415	Grants to Providers		-
	7420	Scholarships and Other Education Opp		-
	7425	Wage Incentives		-
7400	Total Quality			-
7500	Travel			
	7501	Travel - In-State - Travel		-
	7505	Travel - Out of State - Travel		-
	7510	Travel - Local	Estimated 425 miles x 10 months x 25 FTE x \$ .445 per mile	47,281
7500	Total Travel			47,281
7600	Other Expenses			

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

7601	Bank Fees	Account maintenance, and ACH Fraud Control fees	2,130
7605	Application Software and Licenses and Support	54 Adobe Acrobat Pro 2015 @ \$166 each \$8,968. 54 Microsoft Office @ \$88 each \$4,752. Business Intelligence \$2,972. Microsoft Share Point User CAL @ \$42 each \$2,288. Microsoft Share Point Server \$2,352. 30 Remote Desktop Services user and devices @ \$70 each \$2,102. Microsoft SQL Server user cal 54 @ \$94 each \$5,050. 6 Impromptu @ \$245 each \$1,470. Kaspersky Antivirus \$1,300.	31,254
7610	Web Service/hosting, support, back-up services and maintenance	Setup local EFS server to provide back-end processing, storage and retrieval . Construct an IT infrastructure application and SharePoint operational functions: User authentication , procedural workflows, document storage/retrieval and printing/scanning services. Update and develop intranet sites and Team sites for operational units to assist with information dissemination, document management, reports, dashboards, blogs and sharing of team resources.	13,332
7635	Miscellaneous/other current charges		
7600	<b>Total Other Expenses</b>		46,716
9001	Depreciation		-
9100	<b>Indirect Cost</b>		
9100	<b>Indirect Cost</b>		353,256
	Administrative Oversight - Salary and Fringe	Director of Finance - M McNerney .10 FTE	10,085
	Administrative Oversight - Salary and Fringe	Director of Planning - M Rosiere .25 FTE	21,315

COMPOSITE EXHIBIT B  
ELC 2

**FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Vendor Name: Broward Regional Health Planning Council Proposed Budget for FY Ending: June 30, 2016  
 Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Administrative Oversight - Salary and Fringe	IT System Administrator - J. Hill .10 FTE	8,576	
Administrative Oversight - Salary and Fringe	Program Manager - TBD .50 FTE	56,601	
Administrative Oversight - Salary and Fringe	Admin Services Manager - Y. Falcone .21 FTE	21,315	
Administrative Oversight - Salary and Fringe	Accounting Manager - S. Thompson .20 FTE	7,405	
Administrative Oversight - Salary and Fringe	AP Manager - L Edmunds .24 FTE	15,532	
Administrative Oversight - Salary and Fringe	Legal Counsel - J Werner .29 FTE	4,350	
Administrative Oversight - Salary and Fringe	Data Tech - D Tamfee .24 FTE	11,053	
Agency Insurance	Admin allocation based on % of total FTE	12,525	
Agency Maintenance	Admin allocation based on % of total FTE	8,871	
Agency Utilities	Admin allocation based on % of total FTE	4,456	
Agency Software Licenses	Admin allocation based on % of total FTE	5,952	
QA, CPA, HR, MIS Consultants	Admin allocation based on % of total FTE	18,052	
Copiers, computers, etc - equipment maintenance	Admin allocation based on % of total FTE	10,942	
Printing supplies - toner, paper	Admin allocation based on % of total FTE	6,079	
Office Supplies, postage, check stock for Agency	Admin allocation based on % of total FTE	35,256	
Banking Services with Secure Pay Fraud control	Admin allocation based on % of total FTE	3,703	
3 FTE Eligibility Specialist (22.5 pay periods) + fringe	ELC Program Staff not charged under prog costs	107,578	
		(16,390)	
	<b>TOTAL</b>	<b>353,256</b>	

<b>TOTAL EXPENDITURES</b>			<b>3,631,853</b>
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ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR

COMPOSITE EXHIBIT B  
ELC 2

FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES							
Vendor Name:		Broward Regional Health Planning Council			Proposed Budget for FY Ending:		
Program Name:		ELC-2: Eligibility, enrollment, and fiscal administration			June 30, 2018		
		(1)	(2)	(3)	(4)	1/2/1900	(5)
		SR		VPK	In-Kind	TOTAL	
REVENUES							
4000	Contracts, Grants and Other Financial Assistance						
4001	Contracts, Grants - State and Federal Early Learning Coalition of Broward County, Inc.	\$ 2,741,498	\$ -	\$ 890,355	\$ -	\$ 3,631,853	
4010	Contracts, Grants - Local					-	
4020	Contracts, Grants - Other					-	
4020	Contracts, Grants - Other					-	
4020	Contracts, Grants - Other					-	
4050	Gifts, Donations and Pledges					-	
4060	In-Kind					-	
	<b>Total Revenue</b>	<b>\$ 2,741,498</b>	<b>\$ -</b>	<b>\$ 890,355</b>	<b>\$ -</b>	<b>\$ 3,631,853</b>	

COMPOSITE EXHIBIT B  
ELC 2

FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES						
Vendor Name:		Broward Regional Health Planning Council			Proposed Budget for FY Ending:	
Program Name:		ELC-2: Eligibility, enrollment, and fiscal administration			June 30, 2016	
		(1)	(2)	(3)	(4)	1/0/1900 (5)
		SR		VPK	In- Kind	TOTAL
<b>EXPENDITURES</b>						
5000	Employee Provided Salaries and Benefits					
	5001	Regular Salary	\$ 1,372,301	\$ 445,683		\$ 1,817,984
	5001	Overtime Salary				-
5000	Total Salaries		\$ 1,372,301	\$ 445,683		1,817,984
	Employee Benefits					
	5005	Payroll Taxes	104,981	34,095		139,076
	5007	Benefits - Reemployment	11,363	3,690		15,053
	5010	Health	254,998	82,815		337,813
	5020	Retirement	6,605	2,145		8,750
	5030	Life and Disability, Other Benefits	-	-		-
	5040	Other Benefits				-
	Total Employee Benefits		\$ 377,947	\$ 122,745		500,692
5000	Total Salaries / Benefits		1,750,248	568,428	\$ -	2,318,676
5100	Staff Development					
	5101	Staff Development	9,579	3,111		12,690
	5105	Tuition Reimbursement				-
5100	Total Staff Development		\$ 9,579	\$ 3,111	\$ -	12,690

COMPOSITE EXHIBIT B  
ELC 2

<b>FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES</b>							
Vendor Name:		Broward Regional Health Planning Council			Proposed Budget for FY Ending:		
Program Name:		ELC-2: Eligibility, enrollment, and fiscal administration			June 30, 2015		
		(1)	(2)	(3)	(4)	1/0/1900	
		SR		VPK	In-Kind	TOTAL	
						(5)	
6000	Professional Services						
	6002 Auditing	11,286		3,666			14,952
	6005 Information Technology	33,515		10,885			44,400
	6020 Temporary Employment	2,793		907			3,700
	6025 Printing and Reproduction	23,137		7,514			30,651
	6030 Repair and Maintenance	-		-			-
	6035 Other Professional Services	242,295		78,690			320,985
6000	<b>Total Professional Services</b>	\$ 313,026	\$ -	\$ 101,662	\$ -		414,688
6050	Direct Services - Child Care						-
7000	Occupancy						-
	7001 Rental - Office Space	70,384		22,859			93,243
	7002 Utilities						-
	7003 Building Maintenance						-
7000	<b>Total Occupancy</b>	\$ 70,384	\$ -	\$ 22,859	\$ -		93,243
7050	Postage, Freight, Delivery						-
	7051 Postage, Freight, Delivery	18,727		6,082			24,809
7050	<b>Total Postage, Freight, Delivery</b>	\$ 18,727	\$ -	\$ 6,082	\$ -		24,809
7100	Rental						-
	7101 Rental - Office Equipment	-		-			-
7100	<b>Total Rental</b>	\$ -	\$ -	\$ -	\$ -		-
7150	Supplies						-
	7151 Office Supplies and Office Items	31,433		10,208			41,641
7150	<b>Total Supplies</b>	\$ 31,433	\$ -	\$ 10,208	\$ -		41,641

COMPOSITE EXHIBIT B  
ELC 2

<b>FORM B-2: INDIVIDUAL PROGRAM BUDGET BY FUNDING SOURCES</b>							
Vendor Name:		Broward Regional Health Planning Council			Proposed Budget for FY Ending:		
Program Name:		ELC-2: Eligibility, enrollment, and fiscal administration			June 30, 2018		
		(1)	(2)	(3)	(4)	1/0/1900	
		SR		VPK	In-Kind	TOTAL	
7200	Communications						
	7201	Communications	66,104		21,468		87,572
7200	<b>Total Communications</b>	\$	66,104	\$ -	\$ 21,468	\$ -	87,572
7250	Insurance						
	7251	Insurance (D & O)	1,701		553		2,254
	7255	Insurance (Automobile)	-		-		-
	7260	Insurance (General Liability)	3,533		1,147		4,680
	7265	Insurance (Workers Compensation)	10,978		3,565		14,543
	7275	Insurance (Other)	1,990		646		2,636
7250	<b>Total Insurance</b>	\$	18,202	\$ -	\$ 5,911	\$ -	24,113
7300	Tangible Personal Property						
	7301	Equipment > \$1,000	58,931		19,139		78,070
	7302	Equipment < \$1,000	67,255		21,843		89,098
7300	<b>Total Tangible Personal Property</b>	\$	126,186	\$ -	\$ 40,982	\$ -	167,168
7400	Quality						
	7401	Quality and Classroom materials			-		-
	7405	Training materials and space					-
	7410	Consumer Education and Outreach Materials					-
	7415	Grants to Providers					-
	7420	Scholarships & Education Opportunities					-
	7425	Wage Incentives					-
7400	<b>Total Quality</b>	\$	-	\$ -	\$ -	\$ -	-

COMPOSITE EXHIBIT B  
ELC 2

FORM B-2: INDIVIDUAL PROGRAM BUDGET  
BY FUNDING SOURCES

Vendor Name: Broward Regional Health Planning Council  
Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending:  
June 30, 2016

		(1)	(2)	(3)	(4)	1/0/1900 (5)
		SR		VPK	In-Kind	TOTAL
7500	Travel:					
	7501 Travel - In-State - Travel	\$ -		\$ -		-
	7505 Travel - Out of State - Travel					-
	7510 Travel - Local	\$ 35,690		\$ 11,591		47,281
7500	Total Travel	\$ 35,690	\$ -	\$ 11,591	\$ -	47,281
7600	Other Expenses					
	7601 Bank Fees	1,608		522		2,130
	7605 Software and Licenses and Support	23,592		7,662		31,254
	7610 IT/Web /hosting, support, back-up and maintenance	10,065		3,267		13,332
	7615 Other employee related expenditures	-		-		-
	7620 Dues and Subscriptions	-		-		-
	7625 Taxes, Licenses and fees	-		-		-
	7630 In-Kind expenditure	-		-		-
	7635 Miscellaneous/other current charges	-		-		-
7600	Total Other Expenses	\$ 35,265	\$ -	\$ 11,451	\$ -	46,716
9000	Depreciation					
	9001 Depreciation	-				-
9100	Indirect Cost					
	9100 Indirect Cost	266,654		86,602		353,256
TOTAL EXPENDITURES		\$ 2,741,498	\$ -	\$ 890,355	\$ -	\$ 3,631,853.00
						3,631,853.00

ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR



COMPOSITE EXHIBIT B  
ELC 2

FORM B-3: PERSONNEL BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council  
Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

Proposed Budget for FY Ending: June 30, 2016

(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)
PERSONNEL	% OF TIME	Vendor SALARY	DATES		NUMBER OF PAY PERIODS	SALARY / PP	% OF TOTAL SALARY	AMOUNT	TOTAL	
			FROM	TO						
<i>Positions/Salaries</i>										
Eligibility Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
One E APP Specialist	100.0%	50,000			22.5	1,923.08	100.0%	43,269.00	43,269.00	
Eligibility Specialist	100.0%	32,500			20.5	1,250.00	100.0%	25,625.00	25,625.00	
Eligibility Specialist	100.0%	32,500			20.5	1,250.00	100.0%	25,625.00	25,625.00	
Data Clerks	100.0%	29,000			22.5	1,115.38	100.0%	25,096.00	25,096.00	
Data Clerks	100.0%	29,000			22.5	1,115.38	100.0%	25,096.00	25,096.00	
Director of Finance	25.0%	76,970			24.5	2,960.38	25.0%	18,132.00	18,132.00	
Payment Manager	100.0%	57,910			24.5	2,227.31	100.0%	54,569.00	54,569.00	
Asst. Payment Manager	100.0%	42,000			20.5	1,615.38	100.0%	33,115.00	33,115.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00	

BRHPC-EDAP-17-ELC2

COMPOSITE EXHIBIT B  
ELC 2

FORM B-3: PERSONNEL BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Proposed Budget for FY Ending:

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

June 30, 2016

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
PERSONNEL	% OF TIME	Vendor SALARY	DATES		NUMBER OF PAY PERIODS	SALARY / PP	% OF TOTAL SALARY	AMOUNT	TOTAL
			FROM	TO					
<i>Positions/Salaries</i>									
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00
Payment Specialist	100.0%	32,500			22.5	1,250.00	100.0%	28,125.00	28,125.00
Data Clerks	100.0%	29,000			22.5	1,115.38	100.0%	25,096.00	25,096.00
Data Clerks	100.0%	29,000			22.5	1,115.38	100.0%	25,096.00	25,096.00
Match CoOrdinator	100.0%	25,000			20.5	961.54	100.0%	19,712.00	19,712.00
QA Manager	25.0%	69,969			24.5	2,691.12	25.0%	16,483.00	16,483.00
QA Auditor	100.0%	55,000			22.5	2,115.38	100.0%	47,596.00	47,596.00
Lead Fraud Unit Specialist	100.0%	36,000			20.5	1,384.62	100.0%	28,385.00	28,385.00
Fraud Unit Specialist	100.0%	35,000			20.5	1,346.15	100.0%	27,596.00	27,596.00
Lead QA/Monitoring Specialist	100.0%	36,000			22.5	1,384.62	100.0%	31,154.00	31,154.00
QA/Monitoring Specialist	100.0%	35,000			20.5	1,346.15	100.0%	27,596.00	27,596.00
QA/Monitoring Specialist	100.0%	35,000			22.5	1,346.15	100.0%	30,288.00	30,288.00
QA/Monitoring Specialist	100.0%	35,000			22.5	1,346.15	100.0%	30,288.00	30,288.00
ELC Director	25.0%	90,239			24.5	3,470.73	25.0%	21,258.00	21,258.00
System Administrator	25.0%	63,066			24.5	2,425.62	25.0%	14,857.00	14,857.00
MIS Liaison/Back Up	100.0%	35,500			24.5	1,365.38	100.0%	33,452.00	33,452.00
MIS Liaison/Back Up	15.0%	40,500			24.5	1,557.69	15.0%	5,725.00	5,725.00
EFS Administrator	100.0%	40,500			24.5	1,557.69	100.0%	38,163.00	38,163.00
Data Analyst	100.0%	30,500			24.5	1,173.08	100.0%	28,740.00	28,740.00
ELC AR Processor	100.0%	45,000			24.5	1,730.77	100.0%	42,404.00	42,404.00

BRHPC-EDAP-17-ELC2

COMPOSITE EXHIBIT B  
ELC 2

FORM B-3: PERSONNEL BUDGET NARRATIVE  
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: Broward Regional Health Planning Council

Proposed Budget for FY Ending:

Program Name: ELC-2: Eligibility, enrollment, and fiscal administration

June 30, 2016

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
PERSONNEL	% OF TIME	Vendor SALARY	DATES		NUMBER OF PAY PERIODS	SALARY / PP	% OF TOTAL SALARY	AMOUNT	TOTAL
			FROM	TO					
<i>Positions/Salaries</i>									
ELC AP Processor	TBD	45,000			20.5	1,730.77	100.0%	35,481.00	35,481.00
									1,817,983.00
								75.5%	\$ 1,372,300.00
								24.5%	\$ 445,683.00
<b>Total Salaries</b>	59.15							<b>\$ 1,740,098.00</b>	<b>\$ 1,817,983.00</b>

BRHPC-EDAP-17-ELC2

Instructions for Completing the Budget Modification Forms  
SIX MONTH FINANCIAL REPORT EXHIBIT C

Please indicate the changes you want to make on the Budget Modification Form by completing the appropriate items affected by this modification.

**I. BUDGET MODIFICATION FORM C-1**

Begin by reviewing and completing the appropriate columns:

1. **Current Budget Column:** No entry required. Current contract categories and line items budgets have been input
2. **Actual Expenses Column:** ENTER actual expenditures through 12/31/2014. **UPDATE REQUIRED**
3. **Percent (%) Expended:** No entry is required. If there is no amount in column (1) and (2) the formula will return "N/A". If there is an amount in column (2) without a corresponding budget entry column (1) the formula will return as "ERR".
4. **Projected Expenses:** Complete the amount of dollars projected to be spent from 1/01/15 through 6/30/15; **UPDATE REQUIRED**
5. **Total Actual and Projected Expenses:** No entry required.
6. **Proposed Change (+ / -):** No entry required. Provide the budget modification narrative and justification on form A-2, if there is a proposed change amount in this column

*Note: Current Budget amount is the total of all amendments including all previous modifications.*

**II. SALARY NARRATIVE FORM C-2**

If you are modifying salaries, you must complete FORM C-2. The total changes made on FORM C-1 in the Changes (+ / -) column should agree with the entry made in the salary portion of Changes (+ / -) on the summary. There are two ways you can modify:

- A. Increase or Decrease **Total Amount** on an existing salary line from your approved budget.
- B. Create a new line which did not appear on your approved budget.

**Option A:**

Please copy the position/salary details as they appear on your approved ELC Budget. (Only the affected lines should be included on this form) Indicate in the **Changes (+ / -) Column** the amount you want to increase/decrease your total ELC cost.

The **Amended Budget** amount should be the addition of the **Changes (+ / -)** and **Current Budget**.

**Option B:**

Please fill in **position/salary details** required.

For a **New Line** indicate "Yes" (Y).

Leave **Current Budget** box blank, since this is a new Salary line.

For **Changes (+ or -)** indicate the amount ELC is being charged.

The **Proposed Budget** amount should be the addition of the **Changes (+ / -)**.

**III. BUDGET NARRATIVE FORM C-3**

If you are modifying any expenditures other than salaries, or require further detailed explanations related to variances in the Contract Budget (Exhibit B), complete FORM C-3 to describe the variances for appropriate line items and YTD expenditures, including recommendations for under-expended funds. Use additional sheets if necessary.

**General information:**

1. Never use cents when preparing a budget or modification.
2. When adding monies to categories that require documentation or breakdowns, remember to submit all required information with your modification.

If you have any questions concerning the budget modification process, please contact the ELC Finance Department Tamara or Andrea at (954) 377-2188.

Early Learning Coalition of Broward County, Inc.  
SIX MONTH FINANCIAL REPORT  
BUDGET MODIFICATION FORM C-1  
FY 2015 - 2016

Contractor: Broward Regional Health Planning Council

Modification #: \_\_\_\_\_

Contract #: ELC-2

Month ending: Jun-16

Program Name ELC-2: Eligibility, enrollment, and fiscal administration

Categories and Line Items	(1)	(2)	(3)	(4)	(5)	(6)
	Current Budget	ACTUAL Expenses Jul 1 - Dec 31	Percent (%) Expended	Projected Expenses Jan 1 - Jun 30	Total Actual and Projected Expenses	Proposed Changes (+/-)
<b>EXPENDITURES</b>						
5001 Employee Prof. Salaries and Benefits	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
5005 Regular Salary	-	-	N/A	-	-	-
5007 Employee Benefits	-	-	N/A	-	-	-
5010 Health	-	-	N/A	-	-	-
5020 Retirement	-	-	N/A	-	-	-
5030 Leave (Sick, Vacation, Other Benefits)	-	-	N/A	-	-	-
5040 Other Benefits	-	-	N/A	-	-	-
Total Salaries / Benefits	-	-	#DIV/0!	-	-	-
5100 Staff Development	-	-	N/A	-	-	-
5101 Staff Development	-	-	N/A	-	-	-
5105 Staff Development	-	-	N/A	-	-	-
Total Staff Development	-	-	#DIV/0!	-	-	-
6000 Professional Services	-	-				
6005 Information Technology	-	-	N/A	-	-	-
6020 Temporary Employment	-	-	N/A	-	-	-
6025 Printing and Reproduction	-	-	N/A	-	-	-
6030 Printing Maintenance	-	-	N/A	-	-	-
6035 Other Professional Services	-	-	N/A	-	-	-
Total Professional Services	-	-	#DIV/0!	-	-	-
7000 Occupancy	-	-				
7001 Rental Office Space	-	-	N/A	-	-	-
7002 Utilities	-	-	N/A	-	-	-
7003 Building Maintenance	-	-	N/A	-	-	-
Total Occupancy	-	-	#DIV/0!	-	-	-
7051 Telephone	-	-	N/A	-	-	-
7101 Office Equipment	-	-	N/A	-	-	-
7151 Office Supplies and Materials	-	-	N/A	-	-	-
7201 Communications	-	-	N/A	-	-	-
Total Communications	-	-	#DIV/0!	-	-	-
7250 Insurance	-	-				
7251 Insurance (D & O)	-	-	N/A	-	-	-
7255 Insurance (Automobile)	-	-	N/A	-	-	-
7260 Insurance (General Liability)	-	-	N/A	-	-	-
7265 Insurance (Workers Compensation)	-	-	N/A	-	-	-
7275 Insurance (Other)	-	-	N/A	-	-	-
Total Insurance	-	-	#DIV/0!	-	-	-
7300 Tangible Personal Property	-	-				
7301 Equipment \$1,000	-	-	N/A	-	-	-
7302 Equipment \$1,000	-	-	N/A	-	-	-
Total Tangible Property	-	-	#DIV/0!	-	-	-
7400 Quality	-	-				
7401 Quality Improvement	-	-	N/A	-	-	-
7405 Training Materials and Costs	-	-	N/A	-	-	-
7410 Contracted Evaluation and Research	-	-	N/A	-	-	-
7415 Grants and Programs	-	-	N/A	-	-	-
7420 Research & Evaluation Grants	-	-	N/A	-	-	-
7425 Materials	-	-	N/A	-	-	-
Total Quality	-	-	#DIV/0!	-	-	-
7500 Travel	-	-				
7501 Travel - In State	-	-	N/A	-	-	-
7505 Travel - Out of State	-	-	N/A	-	-	-
7510 Travel - Other	-	-	N/A	-	-	-
Total Travel	-	-	#DIV/0!	-	-	-
7600 Other Expenses	-	-				
7601 Postage	-	-	N/A	-	-	-
7605 Printing and Reproduction	-	-	N/A	-	-	-
7610 Other Printing Expenses	-	-	N/A	-	-	-
7615 Other Printing Expenses	-	-	N/A	-	-	-
7620 Office and Business Expenses	-	-	N/A	-	-	-
7625 Travel Expenses	-	-	N/A	-	-	-
7630 Other Expenses	-	-	N/A	-	-	-
7635 Miscellaneous Other Current Expenses	-	-	N/A	-	-	-
Total Other Expenses	-	-	#DIV/0!	-	-	-
9001 Contingency	-	-	N/A	-	-	-
<b>SUB-TOTAL EXPENDITURES</b>	-	-	N/A	-	-	-
Total Interest	-	-	N/A	-	-	-
<b>TOTAL PROGRAM EXPENDITURES</b>	-	\$ -	N/A	-	-	-

Contractor: \_\_\_\_\_  
Coalition Approval: \_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_



Early Learning Coalition of Broward County, Inc.  
SIX MONTH FINANCIAL REPORT  
BUDGET MODIFICATION NARRATIVE  
FORM C-3  
FY 2015-2016

Contractor: Broward Regional Health Planning Council  
Contract #: ELC-2  
Program Name: 'ELC-2: Eligibility, enrollment, and fiscal administration

Modification #: 1  
Month ending: Jun-15

Note: Use additional sheets if necessary.

PLAN OF ACTION : Budget Narrative for Modifications					
CATEGORY (SAMPLE)	LINE ITEM	BUDGET NARRATIVE EXPLANATION	Current Budget Amount	Proposed Amended Amount	Proposed Change +/-
Travel	Conferences/ Registratory/ Travel	APPROVED BUDGET NARRATIVE (SAMPLE) 1 day QRS meeting @ FL location (1 staff) \$500; OEL symposium (2 staff) @ \$500= \$1,000; Goal Summer Conference 2 days in Tallahassee (1 staff) \$800  PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION (SAMPLE) 1 day QRS meeting @ FL location (1 staff) = \$500; OEL symposium (2 staff) @ \$500= \$1,000; Goal Summer Conference 2 days in Tallahassee (1 staff) \$800; Additional VPK Conference in Wash DC 5/2008 (1 staff) = \$700	\$ 2,300.00	\$ 3,000.00	\$ 700.00
CATEGORY	LINE ITEM	BUDGET NARRATIVE EXPLANATION	Current Budget Amount	Proposed Amended Amount	Proposed Change +/-
		APPROVED BUDGET NARRATIVE	\$ -	\$ -	\$ -
		PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION			
CATEGORY	LINE ITEM	BUDGET NARRATIVE EXPLANATION	Current Budget Amount	Proposed Amended Amount	Proposed Change +/-
		APPROVED BUDGET NARRATIVE	\$ -	\$ -	\$ -
		PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION			
CATEGORY	LINE ITEM	BUDGET NARRATIVE EXPLANATION	Current Budget Amount	Proposed Amended Amount	Proposed Change +/-
		APPROVED BUDGET NARRATIVE	\$ -	\$ -	\$ -
		PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION			
CATEGORY	LINE ITEM	BUDGET NARRATIVE EXPLANATION	Current Budget Amount	Proposed Amended Amount	Proposed Change +/-
		APPROVED BUDGET NARRATIVE	\$ -	\$ -	\$ -
		PROPOSED MODIFICATION NARRATIVE & JUSTIFICATION			

Contractor \_\_\_\_\_

Date \_\_\_\_\_

Coalition Approval \_\_\_\_\_

Date \_\_\_\_\_



OFFICE OF  
**Early Learning**  
LEARN EARLY. LEARN FOR LIFE.

Pam Stewart  
Commissioner of Education  
Shan Goff  
Executive Director

## Child Care Resource and Referral Requirements Document

A Publication of the  
Office of Early Learning

EXHIBIT D

Office of Early Learning  
Child Care Resource and Referral Requirements Document

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## I. Overview

Child Care Resource and Referral (CCR&R) serves as the “front door” to all services offered through a coalition or the coalition’s contracted service provider. In accordance with Rule 6M-9.300, Florida Administrative Code (FAC); sections(s) 1002.84(3) and 1002.92, Florida Statutes (F.S.); Child Care and Development Fund Plan (CCDF) Florida State Plan; and the Office of Early Learning Grant Agreement; early learning coalitions and/or their contracted service provider must offer parents assistance with locating child care and information that will help parents make an informed decision, as well as additional information and community resources as appropriate.

CCR&R services shall be locally administered, coordinated and overseen by CCR&R entities as established in accordance with ss. 1002.84(3) and 1002.92, F.S. In order to protect the confidentiality rights of parents and to guarantee high quality CCR&R services in accordance with ss. 1002.84(3) and 1002.92, F.S., the coalition shall guarantee that all CCR&R staff complete a CCR&R Specialist Level 1 evaluation within the first four months of training as a CCR&R specialist. The coalition shall also guarantee that CCR&R coordinators and designated trainers achieve coordinator certification by completing the CCR&R coordinator evaluation within four months of employment as a coordinator or designated trainer.

All coalition-designated CCR&R staff shall participate in CCR&R conference calls and webinar training conducted by the Office of Early Learning (OEL). Additionally, CCR&R staff designated by the coalition shall attend OEL-conducted CCR&R regional or statewide training and relevant conferences as coalition funds permit.

A coalition shall follow the minimum standards required to guide the coalition in delivering CCR&R services to a family. The CCR&R Program Requirements document serves as a resource to the coalitions for implementation of the CCR&R program at the local level. The CCR&R Program Requirements address performance expectations, such as customer service criteria, staff training and certification, consumer services and information, and database maintenance. It also addresses the expectation of each CCR&R specialist to explain various types of legally operating early learning and school-age child care providers.

## II. Rule 6M-9.300, (FAC), Child Care Resource and Referral

(1) Child Care Resource and Referral (CCR&R) Services.

(1)(a) - CCR&R services shall be locally administered, coordinated, and overseen by CCR&R agencies as established in accordance with section(s) 1002.84(3) and 1002.92, Florida Statutes (F.S.), Child Care and Development Fund Plan (CCDF Florida State Plan); and the Office of Early Learning Grant Agreement;

(1)(b) - Early learning coalitions and/or their contracted CCR&R agencies shall offer CCR&R services including early learning referrals, consumer education resources, and information regarding community resources to each individual requesting CCR&R services, including but not limited to individuals specifically requesting CCR&R services, individuals applying for school readiness services, and individuals with a child who has a suspected or diagnosed special need or disability. CCR&R services shall be offered without regard to an individual's level of income, or individual circumstances. CCR&R services shall be available for all children, aged zero (0) through twelve (12) including unborn children and children aged thirteen (13) through eighteen (18) who are physically or mentally incapable of self-care or are under court supervision.

(1)(c) - Each CCR&R agency shall provide CCR&R services without cost to the individual requesting services within three (3) business days of the individual's request for services.

(1)(d) - Each CCR&R agency shall attempt to personally contact an individual requesting services in an emergency situation within two (2) business hours of becoming aware of a request for services and, if the CCR&R agency is unable to make personal contact, continue to make contact at least once every two (2) business hours. The CCR&R agency shall provide CCR&R services within 24 business hours of the time the CCR&R agency makes personal contact with the individual requesting services in an emergency situation. Emergency situations include but are not limited to:

1. Closure of a child care or early learning provider with less than forty-eight (48) hours of notice;
2. Declaration of a state of emergency by local, state, or federal officials which affects families and providers within the CCR&R agency's service area; and
3. Family emergencies including the death or hospitalization of a parent or guardian, a change in custody of a child with less than forty-eight (48) hours of notice, or a change in employment or employment status with less than forty-eight (48) hours of notice.

(1)(e) - Notwithstanding paragraphs (1)(c) and (d) of this rule, the CCR&R agency is not required to provide services or attempt to contact an individual requesting services in emergency situations if the CCR&R agency is unable to operate as a result of a state of emergency as declared by local, state, or federal officials.

(1)(f) - Each CCR&R agency shall establish and implement a plan for ensuring that CCR&R services are accessible to all individuals within its service area, including individuals who have limited access to telephone services, internet services, or transportation. The CCR&R agency may utilize technology and may coordinate with other CCR&R agencies and community entities in order to expand the accessibility of services.

(1)(g) - At least one physical location for CCR&R services shall be available in each CCR&R agency's service area. Each CCR&R agency shall designate a minimum of forty (40) hours each week when individuals requesting services may meet with staff in person on an appointment or walk-in basis to receive CCR&R services within the coalition's service area. In addition, each CCR&R agency shall make staff members available to provide CCR&R services a minimum of forty (40) hours per week via telephone. CCR&R agencies shall be permitted to reduce the number of weekly hours of in person and telephone availability by a maximum of eight (8) hours for each local, state, or federal holiday and each business day during which a local, state, or federal emergency, which makes the CCR&R agency unable to operate, is declared.

(1)(h) - Each CCR&R agency shall maintain a web site and at least one other form of advertisement within its service area that describes the services offered and provides the CCR&R agency's contact information and, if

## EXHIBIT D

Office of Early Learning  
*Child Care Resource and Referral Requirements Document*

the CCR&R agency is not also an early learning coalition, the contact information of the early learning coalition in which the CCR&R agency operates.

(2) - CCR&R services may be offered via telephone, e-mail, on-line, fax or in person. Child care referrals shall be generated using the statewide information system maintained by the Office of Early Learning. Each referral shall be customized by entering the following information:

- a. Type of household;
- b. Relationship to child;
- c. Reason for care;
- d. Child care issues;
- e. Days/time care is needed;
- f. Child's date of birth;
- g. Type of program requested;
- h. Child's special need, if applicable;
- i. Family's primary language if not English; and
- j. Requests for enhanced services.

(3) - Each CCR&R agency shall provide an informational packet to each individual requesting service within six (6) business days of the date upon which the individual requested services. The early learning coalition and/or CCR&R agency is not required to provide an informational packet if the individual requesting services has declined receipt of an informational packet. The individual requesting services may choose to pick up an informational packet in person or to receive an informational packet by mail, email, or fax. At a minimum, an informational packet shall contain:

- (a) A cover letter including:
  1. A disclaimer statement indicating that the information contained in the informational packet constitutes an unbiased referral for child care services and is not a recommendation regarding the quality of a child care program or the provider's services;
  2. Suggestions describing how a family may proceed in the search for an appropriate provider;
  3. The web address of the state child care provider licensing database and, if available, the phone number of the local licensing agency;
  4. An invitation to contact the CCR&R agency again if further assistance is required; and
  5. The contact information of the CCR&R agency, the contact information of the early learning coalition in the event that the early learning coalition is not the CCR&R agency, and the toll-free phone number and website (866-357-3239) and [www.floridacarlylearning.com](http://www.floridacarlylearning.com) of the Office of Early Learning).
- (b) A child care referral printout which lists a minimum of five (5) providers matching the criteria requested by the individual requesting information unless less than five (5) providers within the CCR&R agency's service area meet the criteria requested.
- (c) Other information deemed appropriate by the CCR&R agency, as requested by the individual requesting services. Requests for other appropriate information shall be recorded in the statewide information system maintained by the Office of Early Learning.

(4) - Each CCR&R agency shall offer a list of relevant consumer education resources and community resources, including the manner in which each resource may be obtained, to all individuals requesting CCR&R services based upon the information provided by the individual requesting services. The list of relevant consumer resources shall include an offer to provide guidance regarding the content of the list and availability of resources. Each CCR&R agency shall access and maintain current subscriptions to relevant consumer education resources and community resources. Relevant consumer education resources and community resources include but are not limited to:

## EXHIBIT D

Office of Early Learning  
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- (a) A resource list or directory of community services for all counties in the early learning coalition service area in which the CCR&R agency operates;
- (b) United Way Directory, FLAIRS, 2-1-1;
- (c) Information from and contact information for the Department of Children and Families;
- (d) Information from and contact information for the Department of Education;
- (e) Information regarding Florida KidCare;
- (f) Information regarding Abuse Registry;
- (g) The Florida Directory of Early Childhood Services (Central Directory);
- (h) Resources provided by the Office of Early Learning including "A Family Guide for Selecting Quality Early Learning Programs" and "A Quality Checklist for Evaluating Early Learning Programs"; and
- (i) Any other resources as needed and appropriate to the specific needs of the individual family.

(5) - Prior to the CCR&R agency's last business day in May, each CCR&R agency shall provide and annually update the following information in the statewide information system maintained by the Office of Early Learning for each organization offering family day care, public and private child care programs, head start, prekindergarten early intervention programs, special education programs for prekindergarten handicapped children, services for children with developmental disabilities, full-time and part-time programs, before-school and after-school programs, vacation care programs, parent education, the WAGES Program, and related family support services within the early learning coalition's services area. At a minimum, the CCR&R agency shall provide the following information for each organization:

- (a) Contact information;
- (b) Accreditation status;
- (c) Program styles offered;
- (d) Schedule;
- (e) Ages served;
- (f) Enrollment information and vacancies;
- (g) Curriculum type;
- (h) Private pay rates charged;
- (i) Environment;
- (j) Special services offered;
- (k) Languages other than English spoken fluently by the provider's staff;
- (l) Staffing;
- (m) Transportation; and
- (n) Meal options.

(6) - CCR&R agencies are encouraged to ensure that the information listed in paragraph (5) above is included in the statewide information system maintained by the Office of Early Learning for all other legally operating early learning and school age child care providers, such as recreational facilities and nanny and au pair agencies.

(7) - Early learning coalitions and/or CCR&R agencies are prohibited from charging a provider a fee for identifying the provider through the statewide information system.

*(s. 1002.92, F.S.; Rule 6M-9.300, FA; CCDF State Plan 2.2.3 )*

### III. Child Care and Development Fund Plan (CCDF)

The CCDF Plan describes the CCDF programs to be administered by the state of Florida for the period 10/1/2013 – 9/30/2015. As provided for in the applicable statutes and regulations, the Lead Agency has the flexibility to modify this program at any time, including amending the options selected or described.

In accordance with s. 1002.92, F.S., as part of the School Readiness (SR) Program, OEL shall establish a statewide CCR&R network that is unbiased and provides referrals to families for child care and information on available community resources. The expected result of CCR&R activities is to verify that the coalition makes CCR&R services available and accessible to all Florida families. CCR&R services support families in becoming self-sufficient and making informed decisions about child care. (CCDF State Plan 1.2.3)

The Child Care Resource and Referral (CCR&R) program serves all parents seeking early learning services in Florida free of charge. The CCR&R program is comprised of specialized staff trained to interact directly with the children, families and providers served through the Office of Early Learning programs. Trained staff provides consumer education on quality indicators for early learning to inform families on how to recognize quality early learning programs.

CCR&R specialists also refer families to early learning programs, and provide information and referrals to other resources within their local communities. The Child Care Resource and Referral State Network serves two fundamental purposes to help parents identify and select quality early learning programs that best meet their children's needs and to provide technical assistance that addresses and improves the quality, availability and affordability of child care. This is accomplished by providing information and resources to families, child care professionals, government entities and other individuals on state programs and services available to families, quality early learning options and work/family solutions.

Each CCR&R program maintains a database of all legally operating child care providers in its service area. The CCR&R database contains licensed, license-exempt, faith-based, registered family child care homes, and non-traditional child care providers. This database is the data source for families searching for child care arrangements, and the data also supports local businesses by serving as advertisement for child care services.

Additionally, each family who contacts CCR&R for information is provided a non-biased listing of child care providers that meet that family's individual need, suggestions on how the family can proceed with its search for a child care provider, website information for the state licensing database, and an invitation to call back if further assistance is needed. Parents are also provided with electronic or printed items created by the Office of Early Learning to assist parents in their search for quality care; among them are: a "Quality Checklist" for evaluating early learning programs and a "Family Guide for Selecting Quality Early Learning Programs."

**EXHIBIT D**

Office of Early Learning  
*Child Care Resource and Referral Requirements Document*

**CCDF Plan – 1.2.3**

The CCDF Plan describes the programs to be administered by the state of Florida for the period 10/1/2013 through 9/30/2015. Listed below are the CCR&R/School-Age activities described in the CCDF Plan that will be carried out by each early learning coalition. The anticipated results of these activities are also listed below. The Office of Early Learning has the flexibility to modify this program at any time, including amending the options selected or described.

**School-Age/Child Care Resource and Referral Targeted Funds**

Activity	Purpose	Projected Impact and Anticipated Results
<p><b>Regional CCR&amp;R Services</b></p> <p>Provides information including, but not limited to, consumer education resources, contact information to community supports, unbiased referrals to access early learning programs and customized reports for families seeking programs for children with special needs. Services are provided regardless of a family's income and/or individual circumstances. Regional offices maintain databases of legally operating child care providers and update the information annually. CCR&amp;R services are provided by trained CCR&amp;R Specialists and are available for all children, birth through twelve (12) including unborn children and children aged thirteen (13) through eighteen (18) who are physically or mentally incapable of self-care or are under court supervision.</p>	<p>To help all families make an informed choice about the early learning program for their child(ren) and to offer community resources to help families with other services needed for their family.</p>	<p>Families throughout the state have access to a locally operated location in each service area for CCR&amp;R services that offer services a minimum of 40 hours a week, via phone, appointment, and walk-in bases. This results in increased availability of CCR&amp;R services to all families, including but not limited to, those applying for or on a wait list for School Readiness services, families in need of community resources, families with a child who has a suspected or diagnosed special need or disability, and families that are able to pay full price for an early learning program for their child(ren).</p>

**EXHIBIT D**

Office of Early Learning  
*Child Care Resource and Referral Requirements Document*

**Quality Expansion Targeted Funds**

Activity	Purpose	Projected Impact and Anticipated Results
<p>Coordinate early childhood and school-age service delivery</p> <p>Local community organizations (child care resource and referral, Red Cross)</p>	<p>The Office of Early Learning coordinates with 30 early learning coalitions and Department of Health and Department of Children and Families to ensure the child care needs of parents are met by</p> <ul style="list-style-type: none"> <li>• Assisting parents through the referral process</li> <li>• Ensuring parental choice for all parents/custodians</li> <li>• Sharing community resources with families as needed</li> <li>• Training local entities to deliver quality services to all families</li> <li>• Maximizing resources to serve more families/children</li> <li>• Collaborating with the Department of Health to provide access to health care for families and children as needed</li> <li>• Collaborating with the Department of Children and Families to provide access to food stamps, cash assistance and other resources, as needed</li> </ul>	<p>Child care referrals, community resources and health care services shared across agencies, to enrich the lives of families in Florida.</p>

## IV. CCR&R Evaluations, Forms, Procedures and Reports

**Level 1 Evaluation** - All CCR&R specialists, including staff with blended responsibilities (CCR&R/SR/VPK/SPE/Inclusion), who provide CCR&R referrals and/or consumer information, must pass the CCR&R specialist Level 1 evaluation, using the most recent OEL approved form, prior to completion of their fourth month of training as a CCR&R specialist. The evaluation must be submitted by the CCR&R coordinator, via e-mail, fax or mail to the Office of Early Learning's CCR&R State Network. All evaluation result letters and certificates will be mailed to the CCR&R coordinator.

- The Level 1 certificate is valid for one year, from the date of the result letter. CCR&R staff achieving Level 1 must retake the evaluation within one year from the date of the result letter.
- Any CCR&R staff with more than a 2-year break in employment and/or work responsibilities in CCR&R must re-take the Level 1 Evaluation.
- An updated ELC CCR&R Staff List must be sent to the Office of Early Learning's CCR&R State Network by August 31 of each fiscal year and within five days of staffing changes.
- CCR&R Specialists who do not achieve Level 1 certification on the evaluation must repeat the following orientation/training and evaluation process within 90 calendar days from the date of the result letter:
  - o All orientation/training activities
  - o Retake the Level 1 Evaluation

**Level 2 Evaluation** - The Level 2 Evaluation is not required by the Office of Early Learning.

- If a staff passes Level 2, they do not have to repeat Level 1 annually or repeat Level 2 unless they achieve an unsatisfactory score on a Quality Assurance Assessment conducted by the OEL Program Integrity Unit.
- Any CCR&R staff with more than a 2-year break in employment and/or work responsibilities in CCR&R must re-take the Level 1 Evaluation.

**CCR&R Coordinator Evaluation** - All CCR&R coordinators and designated trainers must achieve coordinator certification by completing the CCR&R Coordinator Evaluation, using the most recent OEL approved form, within four months of assuming their position. The CCR&R Coordinator Evaluation consists of completing the Level 1 Evaluation and Coordinator Evaluation. Completed evaluations will be submitted to the Office of Early Learning CCR&R State Network.

**CCR&R Quality Assurance Assessments** - CCR&R coordinator and/or designated supervisor must use the most recent OEL approved CCR&R Quality Assurance Assessment form to observe each CCR&R specialist, (including blended staff) conducting a complete family interview and generating child care referrals at least once per fiscal year. Save locally on file for monitoring review.

**ELC CCR&R Staff List** - Coalition will submit an ELC CCR&R Staff List, using the most recent OEL approved form, to the OEL CCR&R State Network by July 31 of each fiscal year and within 5 days of CCR&R staff changes.

## EXHIBIT D

### Office of Early Learning *Child Care Resource and Referral Requirements Document*

**CCR&R Requests for Other Information** - Coalition will enter all requests for information or services, other than child care referrals, using the most recent instructions provided by the OEL CCR&R Network. When customer (parent, provider, coalition, community agency, etc.) requests information or services other than child care referrals, the correct code must be entered into the OEL CCR&R database interview screen. CCR&R staff must use the codes contained in the current version of the OEL standard codes document. This data entry is required for reporting purposes and crediting the actual work completed by CCR&R staff.

- The purpose for this data entry is to record "Requested Other Info" when the customer is not requesting child care referrals. A child care referral will override the "Requested Other Info" code.
- It is expected that all CCR&R specialists will assist customers with requests for community resources, in addition to offering child care referrals, the first time they call for referrals, as this is part of CCR&R.
- If the customer calls back, requesting additional community resources but does not need child care referrals, the CCR&R specialist must complete a new interview and check the appropriate "Requested Other Info" code.
- Provider updates can only be counted in this field if the provider requests information/technical assistance, in addition to the provider update.

**CCR&R Annual Provider Updates** - Coalition must conduct annual provider updates of all legally operating providers in the CCR&R database by the last business day of May. The provider update process must follow the most recent provider update instructions provided by the Office of Early Learning CCR&R State Network. For details related to the provider update process, refer to the most current OEL provider update process and *Frequently Asked Questions and Answers* document located on SharePoint and distributed to all coalitions.

**CCR&R Community Education and Outreach Plan** - Coalition will prepare an annual CCR&R Community Education and Outreach Plan for families and providers, which contains planned activities in the coalition service area. This plan is due July 20 of each fiscal year. This plan will promote quality early learning, the value of CCR&R employer work/family benefits and provider recruitment/retention.

Possible activities may include, but are not limited to

- Displaying/distributing posters and/or brochures in key locations in the community.
- Setting up a booth/table or speaking at local health/employer fairs or other community events.
- Presenting at provider trainings.
- Speaking at local schools, colleges or parenting classes.

**CCR&R Semiannual Narrative Report** - Coalition will submit a Semiannual Narrative Report on the CCR&R community education and outreach activities that have been conducted during each six-month period. The reports will be due to the OEL CCR&R Network on January 20 and July 20 of each fiscal year and will follow the format provided by the OEL CCR&R Network.

EXHIBIT E  
ELC 2

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Serving the counties of: Broward County

PAYMENT-RATE SCHEDULE 2015

Care Level	Full-Time Rates													
	Licensed or Exempt Providers		Gold Seal		Licensed Homes		Gold Seal		Registered Homes		Informal Providers		Before or After School	
	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly
Infant: (INF, Birth to < 1 yr)	\$28.80	\$144.00	\$34.56	\$172.80	\$25.54	\$127.70	\$30.65	\$153.24	N/A	N/A	\$12.77	\$63.85		
Toddler: (TOD, 1 yr to < 2 yrs)	\$25.07	\$125.35	\$30.08	\$150.42	\$25.54	\$127.70	\$30.65	\$153.24	N/A	N/A	\$12.77	\$63.85		
(2YR, 2 yrs to < 3 yrs)	\$24.73	\$123.64	\$29.67	\$148.37	\$25.50	\$127.50	\$30.60	\$153.00	N/A	N/A	\$12.75	\$63.75		
Preschool: (PR3, 3 yrs to < 4 yrs)	\$23.17	\$115.85	\$27.80	\$139.02	\$23.22	\$116.10	\$27.86	\$139.32	N/A	N/A	\$11.61	\$58.05		
(PR4, 4 yrs to < 5 yrs)	\$22.88	\$114.39	\$27.45	\$137.27	\$23.22	\$116.10	\$27.86	\$139.32	N/A	N/A	\$11.61	\$58.05		
(PR5, 5 yrs to SCH entry)	\$22.88	\$114.39	\$27.45	\$137.27	\$23.22	\$116.10	\$27.86	\$139.32	N/A	N/A	\$11.61	\$58.05		
Special Needs (SPCR)	\$33.43	\$167.16	\$40.12	\$200.59	\$30.65	\$153.24	\$36.78	\$183.89	N/A	N/A	\$15.32	\$76.62	\$33.43	\$167.16
School-Age (SCH)	\$20.00	\$100.00	\$24.00	\$120.00	\$19.80	\$99.00	\$23.76	\$118.80	N/A	N/A	\$9.90	\$49.50	\$20.00	\$100.00
Care Level	Part-Time Rates													
	Licensed or Exempt Providers		Gold Seal		Licensed Homes		Gold Seal		Registered Homes		Informal Providers		Before or After School	
	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly
Infant: (INF, Birth to < 1 yr)	\$21.60	\$108.00	\$25.92	\$129.60	\$19.16	\$95.78	\$22.99	\$114.93	N/A	N/A	\$9.58	\$47.89		
Toddler: (TOD, 1 yr to < 2 yrs)	\$13.80	\$69.01	\$22.56	\$112.82	\$19.16	\$95.78	\$22.99	\$114.93	N/A	N/A	\$9.58	\$47.89		
(2YR, 2 yrs to < 3 yrs)	\$18.55	\$92.73	\$22.26	\$111.23	\$19.13	\$95.63	\$22.95	\$114.75	N/A	N/A	\$9.56	\$47.81		
Preschool: (PR3, 3 yrs to < 4 yrs)	\$17.38	\$86.89	\$20.85	\$104.27	\$17.42	\$87.08	\$20.90	\$104.49	N/A	N/A	\$8.71	\$43.54		
(PR4, 4 yrs to < 5 yrs)	\$17.16	\$85.79	\$20.59	\$102.95	\$17.42	\$87.08	\$20.90	\$104.49	N/A	N/A	\$8.71	\$43.54		
(PR5, 5 yrs to SCH entry)	\$17.16	\$85.79	\$20.59	\$102.95	\$17.42	\$87.08	\$20.90	\$104.49	N/A	N/A	\$8.71	\$43.54		
Special Needs (SPCR)	\$25.07	\$125.37	\$30.09	\$150.44	\$22.99	\$114.93	\$27.58	\$137.92	N/A	N/A	\$11.49	\$57.47	\$25.07	\$125.37
School-Age (SCH)	\$15.00	\$75.00	\$18.00	\$90.00	\$14.85	\$74.25	\$17.82	\$89.10	N/A	N/A	\$7.43	\$37.13	\$15.00	\$75.00

Additional Information:

Has your coalition adopted a sibling discount rate?  Yes 25% of the payment rate.  No

What is the projected number of children to be served within the fiscal year(s) this schedule covers? 9,256

EFFECTIVE: October 1, 2013

Form  
AWI-SR 55

BRHPC-EDAP-17-ELC2

EXHIBIT E  
ELC 2

EXHIBIT F  
ELC 2

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
PARENT CO-PAYMENT SLIDING FEE SCHEDULE

DAILY FEE				ANNUAL GROSS INCOME - NUMBER OF PERSONS IN FAMILY															
*Primary Child		**Sibling Child(ren)																	
FT	PT	FT	PT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
0.73	0.55	0.55	0.41	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				50% FPL	5,885	7,965	10,045	12,125	14,205	16,285	18,365	20,445	22,525	24,605	26,685	28,765	30,845	32,925	35,005
1.33	1.00	1.00	0.75	6,025	7,135	10,245	12,125	14,205	16,285	18,365	20,445	22,525	24,605	26,685	28,765	30,845	32,925	35,005	
				50-75% FPL	8,828	11,948	15,068	18,188	21,308	24,428	27,548	30,668	33,788	36,908	40,028	43,148	46,268	49,388	52,508
2.08	1.56	1.56	1.17	8,829	11,949	15,069	18,189	21,309	24,429	27,549	30,669	33,789	36,909	40,029	43,149	46,269	49,389	52,509	
				75-100% FPL	11,769	15,929	20,089	24,249	28,409	32,569	36,729	40,889	45,049	49,209	53,369	57,529	61,689	65,849	70,009
4.14	3.11	3.11	2.33	FPL	11,770	15,930	20,090	24,250	28,410	32,570	36,730	40,890	45,050	49,210	53,370	57,530	61,690	65,850	70,010
					13,732	18,586	23,439	28,292	33,146	37,999	42,853	47,706	52,560	57,413	62,267	67,120	71,974	76,827	81,681
4.91	3.68	3.68	2.76		13,733	18,587	23,440	28,293	33,147	38,000	42,854	47,707	52,561	57,414	62,268	67,121	71,975	76,828	81,682
					15,694	21,241	26,788	32,335	37,882	43,429	48,976	54,523	60,070	65,617	71,164	76,711	82,257	87,804	93,351
5.52	4.14	4.14	3.11		15,695	21,242	26,789	32,336	37,883	43,430	48,977	54,524	60,071	65,618	71,165	76,712	82,258	87,805	93,352
				150% FPL	17,655	23,895	30,135	36,375	42,615	48,855	55,095	61,335	67,575	73,815	80,055	86,295	92,535	98,775	105,015
8.33	6.25	6.25	4.69		17,656	23,896	30,136	36,376	42,616	48,856	55,096	61,336	67,576	73,816	80,056	86,296	92,536	98,776	105,016
					18,341	24,824	31,306	37,789	44,271	50,754	57,236	63,719	70,201	76,684	83,166	89,649	96,132	102,614	109,097
9.53	7.15	7.15	5.36		18,342	24,825	31,307	37,790	44,272	50,755	57,237	63,720	70,202	76,685	83,167	89,650	96,133	102,615	109,098
					19,027	25,752	32,477	39,203	45,928	52,653	59,378	66,103	72,828	79,553	86,278	93,003	99,728	106,453	113,178
10.73	8.05	8.05	6.04		19,028	25,753	32,478	39,204	45,929	52,654	59,379	66,104	72,829	79,554	86,279	93,004	99,729	106,454	113,179
					19,714	26,681	33,649	40,616	47,584	54,551	61,519	68,487	75,454	82,422	89,389	96,357	103,325	110,292	117,260
11.93	8.95	8.95	6.71		19,715	26,682	33,650	40,617	47,585	54,552	61,520	68,488	75,455	82,423	89,390	96,358	103,326	110,293	117,261
					20,400	27,610	34,820	42,030	49,240	56,450	63,660	70,871	78,081	85,291	92,501	99,711	106,921	114,131	121,341
13.13	9.85	9.85	7.39		20,401	27,611	34,821	42,031	49,241	56,451	63,661	70,872	78,082	85,292	92,502	99,712	106,922	114,132	121,342
					21,086	28,539	35,991	43,444	50,897	58,349	65,802	73,254	80,707	88,160	95,612	103,065	110,518	117,970	125,423
14.33	10.75	10.75	8.06		21,087	28,540	35,992	43,445	50,898	58,350	65,803	73,255	80,708	88,161	95,613	103,066	110,519	117,971	125,424
				185% FPL	21,775	29,471	37,167	44,863	52,559	60,255	67,951	75,647	83,343	91,039	98,735	106,431	114,127	121,823	129,519
15.53	11.65	11.65	8.74		21,776	29,472	37,168	44,864	52,560	60,256	67,952	75,648	83,344	91,040	98,736	106,432	114,128	121,824	129,520
					22,657	30,665	38,673	46,681	54,689	62,697	70,705	78,713	86,721	94,729	102,737	110,745	118,753	126,761	134,769
16.73	12.55	12.55	9.41		22,658	30,666	38,674	46,682	54,690	62,698	70,706	78,714	86,722	94,730	102,738	110,746	118,754	126,762	134,770
				200% FPL	23,540	31,860	40,180	48,500	56,820	65,140	73,460	81,780	90,100	98,420	106,740	115,060	123,380	131,700	140,020

\*Apply these fees to the youngest child in the family.

\*\*Apply these fees to older siblings.

Part-Time = less than 6 hours daily and/or afterschool, holidays, and teacher workdays  
Full-Time = 6 hours or more daily and/or winter, spring, and summer breaks

2015 Florida Poverty Level (FPL)

Effective July 1, 2015

**Financially Assisted Child Care Program Overview**  
*Funded by Children's Service Council of Broward County*

**General Operating Information**

All child care services funded through the Financially Assisted Child Care (FACC) contract between the Children's Service Council of Broward County (CSC) and the Early Learning Coalition of Broward County, Inc. (ELC) shall be provided to children ages birth through 5 (not yet in Kindergarten) who meet specified eligibility requirements set forth in Section 1002.87, Florida Statutes. Additionally, children whose parents are unemployed for more than 60 days will receive child care while their families continue to seek and gain employment.

The successful Proposer shall ensure One-E-App is available for clients and assistance is provided to complete the One-E-App applications. One-E-App is an electronic common eligibility and enrollment platform for Broward County individuals and families to access vital health and human services from multiple Federal, State, and County programs using a single streamlined application form. One-E-App enables instant submission of electronic applications for Medicaid, SNAP and TANF to the Department of Children and Families and screens for a wide range of additional services that can ultimately help improve the overall health status, well-being, and stability of the underinsured and underserved throughout Broward County. Organizations using One-E-App have seen significant benefits such as increases in efficiency and reductions in service duplication. By using a single streamlined application, individuals and families no longer need to travel to different agencies and locations to enroll in these services. Many times One-E-App consumers are made aware of, and often enrolled in, programs they never knew about or knew they were eligible for.

The successful Proposer shall serve a minimum of 1,152 children from families receiving financial assistance from the Financially Assisted Child Care funds. This number is based upon an average cost per child per year of \$4,451, used to account for projections of need and eligibility for the range of child care services provided, and the ability to assess and collect parent fees which provide additional revenue. The successful Proposer shall also report monthly to the ELC the actual numbers of unduplicated children served with CSC matching Child Care Executive Partnership ("CCEP") funds. All eligible families shall be assessed using a sliding fee scale for child care. Payments by parents/guardians shall be collected by the successful Proposer in accordance with State policies and procedures.

The successful Proposer shall only utilize legally operating child care providers that meet at least one of the following criteria, unless the Office of Early Learning dollars will be forfeited, in which case other licensed providers may provide child care services:

- Accredited by the National Association of Education for Young Children ("NAEYC"), National Accreditation Commission for Early Care and Education ("NAC"), Accredited Professional Preschool Learning Environment ("APPLE"), or Council on Accreditation ("COA").
- Rated 3, 4, or 5 Stars in the Broward County Child Care Quality Rating Program;
- Participating in the Children's Services Council of Broward Positive Behavior Support ("PBS") Initiative; or
- Participated in the Family Central, Inc. Community for Quality Early Learning and Literacy ("C-QuELL") initiative.

The successful Proposer shall monitor child care attendance, number of filled slots and number of units provided on a monthly basis to ensure an appropriate number of children and families are served. Waiting list information shall be maintained on a monthly basis and reported to the ELC

monthly.

**Eligible Children also include:**

- 1) Children of low income families (working poor) who are not adjudicated dependent or TANF eligible, and
- 2) Children who are dependent, children under State protective supervision and children eligible for child care under Temporary Assistance for Needy Families (TANF)
- 3) Children who participate in a CSC recognized diversion program (as defined in section 1002.81(b) of Florida Statutes) longer than the allowable 6 month period with an authorized referral from the Diversion Program.

The successful Proposer shall report annually the eligibility status of each child served and funds expended per eligibility category.

**Reimbursement:**

Reimbursement shall be authorized for no more than three (3) absences per calendar month per child except in the event of extraordinary circumstances. In those cases, the successful Proposer shall provide written approval for payment based on written documentation provided by the parent justifying the excessive absence for up to an additional seven (7) days.

**EXHIBIT H  
LISTING OF REPORTS**

<b>Reports</b>	<b>Frequency</b>	<b>Due Date</b>	<b>Reference</b>
Anti-Fraud Plan	Annually	By May 30	Attachment 1, B.6.a. (2)
Continuity of Operations Plan (COOP) / Update	Annually	Within 30 days of contract execution and By June 1 thereafter	Attachment 1, B.1.a.(10) and B.6.a.(3)
Internal Control Questionnaire	Annually	During Annual Fiscal Monitoring	Attachment IV
Annual Report	Annually	By August 15	Attachment I, B.4.b (4) (f)
CCR&R Staffing List	Annually	By Aug. 30 (then monthly within 2 days of staffing changes)	Attachment I, B.4.b (4) (c); Exhibit D
Property Inventory Report	Annually & as needed thereafter	By September 1	Standard Contract, Paragraph I
Revenue and Expenditure Report	Annually	By October 1	Attachment I, B.4.b (3) (b)
Financial and Single Audit Report	Annually	Within the earlier of thirty (30) days after receipt of the audit report or by March 31	Attachment II
Cost Allocation Plan or Certification Form	Annually	By April 30	Attachment 1, B.6.a.(1)
CCR&R Level 1 Evaluation	Annually	Within 4 months of starting training in CCR&R (then annually if Level 2 certification is not achieved within one year of Level 1 certification)	Attachment I, B.4.b (4) (c); Exhibit D
CCR&R Coordinator Evaluations	As needed	Within 4 months of starting training in CCR&R and following completion of Level 1 certification	Attachment I, B.4.b (4) (c); Exhibit D
CCR&R Level 2 Evaluation	One time	Optional; Within 4 months of starting training in CCR&R and following completion of Level 1 certification; must be re-taken only if Accountability Review indicates need for additional training	Attachment I, B.4.b (4) (c); Exhibit D
Match Report	Monthly	By the 15th of the month	Attachment 1, B.4.b.(3)g Attachment 1, B.5.a. (4) Attachment 1, B.6.a.(4)
Teenage Parent Program (TAPP) Data / Numbers	Monthly	No later than 25 calendar days following last day of reporting month (submit with SR invoice)	Attachment I, B.4.b (3) (h)
Return Interest Earned on Funds	Quarterly	By 20th of month following every quarter	Attachment 1, E (4)

