

EARLY LEARNING COALITION OF SOUTHWEST FLORIDA, INC.

CORE CONTRACT
CHILD CARE HEALTH SERVICES FY 2006-2007

THIS CONTRACT is between the EARLY LEARNING COALITION OF SOUTHWEST FLORIDA, INC., hereinafter referred to as the "Coalition", and COLLIER COUNTY HEALTH DEPARTMENT, hereinafter referred to as the "Contractor".

I. THE CONTRACTOR AGREES:

A. Attachment 1: The Contractor agrees to provide services in accordance with the conditions specified in Attachment 1.

B. Type of Contract: This contract is a fixed rate price contract.

C. Contract Dates : This contract shall begin on August 1, 2006 or the date on which both parties have signed the contract, whichever is later, and shall end on May 31, 2007. 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.

D. Contract Payment: This contract shall not exceed **\$ 59,840.00**, which shall be paid by the coalition for the provision of services as set forth by this contract. The coalition's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal 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 complete this contract. If such funds are not appropriated or available for the contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost of services paid under any other contract or from any other source is not eligible for reimbursement under this contract.

E. Requirements of Section 287.058, F.S.

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S. The Coalition may, if specified in the contract, establish rates lower than the maximum provided in this section.
3. The Contractor shall provide units of deliverables, including reports, findings and drafts as specified in the contract to be received and accepted by the Contract Manager prior to payment.
4. The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract.
5. The Contractor shall allow public access to all documents, papers, letters or other materials and made or received by the Contractor in conjunction with this contract, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and Section 119.07(1),F.S. It is expressly understood that the Coalition may unilaterally cancel this contract for the Contractor's refusal to comply with this provision.
6. If the contract is a service agreement procured by an exceptional purchase pursuant to Section 287.057(5)(a) or (5)(c) F.S., it may not be renewed. If the contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Purchase (RFP), or Invitation to Negotiate (ITN). The contract may be renewed on a yearly basis for a period of up to two years after the initial contract, or for a period no longer than the term of the original contract, whichever period is longer, subject to the availability of funds, at the discretion of the Coalition.

F. Governing Laws

1. State of Florida Law

- a. The Contractor agrees that this contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract. The parties further agree that Leon County shall be the venue of any legal action between the parties.
- b. The Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030 F.A.C. and that if applicable, will maintain eligibility for this contract through the MyFloridaMarketplace.com system.

2. Federal Law

- a. The Contractor shall ensure that all its activities under this contract shall be conducted in conformance with these provisions as applicable: 45 C.F.R. Part 74 and/or 45 C.F.R. Part 92 and/or 29 C.F.R. Part 97 and/or 20 CFR Part 600 et seq., and all other applicable federal regulations.
- b. The Contractor shall comply with all applicable federal laws, including but not limited to:
 - Child Care and Development Fund (hereinafter referred to as "CCDF"), 45 C.F.R. 98, the Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), 45 C.F.R. parts 260-265, and other applicable federal regulations and policies promulgated hereunder.
 - Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
 - Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
 - The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
 - Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity.
 - The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
- c. **Unauthorized Alien(s):** The Contractor agrees that unauthorized aliens shall not be employed. The Coalition shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition.
- d. **Clean Air and Water Act:** When applicable, if this contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (400 CFR Part 15). The Contractor shall report any violation of the above to the Coalition.

- e. **Lobbying and Integrity:** When applicable, if this contract is in excess of \$100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, included in this contract as Attachment 2. 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.

The Coalition shall ensure compliance with Section 11.062, F.S., and Section 216.347, F.S. The Contractor shall not, in connection with this or any other agreement with the Coalition, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Coalition employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Coalition employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Coalition, AWI's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the contract or (2) the period required by the General Records Schedules maintained by the Florida Department of state available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.html>.

The Contractor agrees to reimburse the Coalition for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Coalition which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

- f. **Debarment and Suspension:** When applicable, as required by the regulation implementing Exec. Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three-year period preceding the effective date of the contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The contractor will provide assurances of compliance as certified in Attachment 2 entitled Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transaction.
- g. **Drug-Free Workplace:** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 C.F.R. 98, subpart F, the Contractor will provide a drug free workplace as certified in Attachment 2 Drug-Free Workplace Requirement Certification.
- h. **Equal Employment Opportunity (E.E.O):** The Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., Part 60, if applicable.
- i. **Pro-Children Act:** The Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts. The Contractor shall comply with Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally

funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- j. **Non-Discrimination and Harassment-Free Workplace:** The Contractor, as certified in Attachment 2 shall not discriminate against any employee employed in the performance of a contract, or against any applicant for employment because of race, religion, color, disability, national origin, marital status, age, political affiliation or sex. The contract 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 will meet the requirements as set forth in Public Law 105-220, Section 188.
- k. **Construction or Renovation of Facilities Using Program Funds:** The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the Coalition shall be entitled to a lien against said property.
- l. **Office of Management and Budget (OMB) Circulars:** The Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as A-21, A-87, A-102, OMB A-110, A-122, and A-133, as appropriate.

G. Audits and Records

1. Representatives of the Coalition, AWI, 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 or representatives of the Federal government 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.
2. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Coalition under this contract.
3. When applicable, the Contractor will provide a financial and compliance audit to the Coalition and ensure that all related party transactions are disclosed to the auditor.
4. The Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
5. The Contractor shall retain all Contractor records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract, 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 through litigation or otherwise. The Contractor will cooperate with the Coalition to facilitate the duplication and transfer of any said records or documents, upon request of the Coalition.
6. Upon completion or termination of the contract and at the request of the Coalition, the Contractor will cooperate with the Coalition to facilitate the duplication and transfer of any said records or documents during the required retention period as specified above in paragraph 5, above.

H. Sponsorship:

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state:

"Sponsored by (Contractor's name) and the State of Florida, Agency for Workforce Innovation, Early

Learning Coalition of Southwest Florida, Inc.” If the sponsorship reference is in written material, the words “State of Florida, Agency for Workforce Innovation, Early Learning Coalition of Southwest Florida, Inc.” shall appear in the same size letters or type as the name of the organization.

I. Public Announcements and Advertising

1. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
2. Subject to Chapter 119, F.S., the Contractor shall not publicly disseminate any information concerning the contract without prior written approval from the Coalition, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the Coalition, AWI or the State as a reference, or otherwise linking the Contractor’s name and either a description of the contract or the name of the Coalition, AWI or the State in any material published, either in print or electronically, to any entity that is not a party to the contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

J. Assignments and Subcontracts

1. The Contractor agrees to neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Coalition which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalition, shall be null and void.
2. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If the Coalition permits the Contractor to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors 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 will be limited to a determination of whether or not subcontracting is permissible and the inclusion of 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, will defend the Coalition against such claims.
3. The Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Coalition. The Coalition may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Coalition may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Coalition’s security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the contract. The Coalition may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.
4. The Contractor agrees that 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. 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 the contract. 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 Coalition.

5. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Coalition in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. The Contractor agrees that the Coalition may undertake or award supplemental contracts for work related to the 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 will be required to abide by this provision as a condition of the contract between the Subcontractor and Contractor.
7. The Contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Coalition Contract Manager. The office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The AWI Minority Coordinator at (850) 245- 7260 will assist with questions and answers.
8. The Coalition shall retain the right to reject any of the Contractor's or Subcontractor's employees whose qualifications or performance, in the Coalition's judgment, are insufficient. In considering the Contractor's and/or any Subcontractor's employee's qualifications, the Coalition will act in good faith and not unreasonably.

K. Purchasing ---- NA

L. Nonexpendable Property

1. Pursuant to Section 273.02, F.S., the word "nonexpendable property" as used in this section means equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.
2. All nonexpendable property, purchased under this contract, shall be listed on the property records of the Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased and 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 nonexpendable property purchased 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 property loss with the date and reason(s) for the loss.
5. The Contractor shall be responsible for the correct use of all property furnished under this contract.
6. A formal contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved contract budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this contract shall be vested in the Coalition and said property shall be transferred to the Coalition upon completion or termination of the contract unless otherwise authorized in writing by the Coalition.

M. Information Resource Acquisition:

The Contractor shall obtain prior written approval from the Coalition for the purchase of any Information Technology Resource (ITR) as defined in Section 282.303, F.S., which is made as part of this contract. The Contractor agrees to secure said prior approval by means of an Information Resource Acquisition (IRA) form, available from the Coalition Contract Manager, who will serve as liaison between the Contractor and the approving authority.

N. Public Entity Crime:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, the Contractor will provide a sworn statement of compliance as certified in Attachment 4.

O. Mandatory Forms

1. **Conflict of Interest:** This solicitation is subject to Chapter 112, F.S. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
2. **Convicted Vendors:** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in Section 287.017, F.S.

3. Discriminatory Vendors:

An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

P. Indemnification: NOTE:

Section I, Paragraph P, sub-paragraphs 1. through 3. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Coalition, the State and the AWI, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Coalition, State or the AWI.
2. Further, the Contractor shall fully indemnify, defend, and hold harmless the Coalition, State and the AWI from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Coalition's misuse or modification of the Contractor's products or the Coalition's operation or use of the Contractor's products in a manner not contemplated by the contract. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Coalition the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Coalition the right to continue using the product, the Contractor shall remove the product and refund the Coalition the amounts paid in excess of a reasonable rental for past use. The Coalition shall not be liable for any royalties.
3. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Coalition giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Coalition in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Q. Insurance

1. **Contractor's Insurance:** The Contractor shall maintain adequate liability insurance coverage 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, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the Coalition written

verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Coalition reserves the right to require additional insurance as specified in Attachment 1.

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 the contract, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440, 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. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The Contractor shall not commence any work in connection with this contract until the Coalition has approved it. All insurance policies shall be with the insurers 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 providing such insurance.

3. **Unemployment Compensation Insurance:** The Contractor, during the life of this contract, must comply with the reporting and contribution payments required under Chapter 443, F.S., for all employees connected with the work of the contract.
4. **Liability Insurance:** The Contractor shall be liable, and agree to be liable for, and shall indemnify, defend and hold the Coalition harmless from all liability, claims, suits, judgments, expenses or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Contractor, or any Subcontractor utilized by the Contractor, in the course of the operations of the contract. The Contractor will provide Premises Liability Insurance in an amount appropriate to the risk manifested by the Contractor's staff working in the space provided by the Coalition. This also includes the indemnification of the State for any liabilities set forth in Section 768.28, F.S.
5. **Other Insurance:** During the contract term, the Contractor shall maintain any other insurance as required in Attachment 1.

R. Confidential and Safeguarding Information

1. Each Party may have access to confidential information made available by the other. Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal law will govern disclosure of any confidential information received by the State of Florida.
2. Each party shall protect such confidential information according to the provisions established by law and in the same manner as it protects its own confidential information of like kind. The

Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this contract.

3. The Contractor shall comply fully with all security procedures of the Coalition, State and the AWI in performance of the contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Coalition, State or the AWI. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Coalition's, State's or the AWI's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.
4. 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 responsible parent or guardian when authorized by law, if applicable.

S. Return of Funds

1. The Contractor shall return to the Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Contractor by the Coalition. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Coalition. In the event that the Coalition first discovers an overpayment has been made, the Coalition will notify the Contractor by letter of such a finding which were paid contrary to the terms of this contract. Should repayment not be made in a timely manner, the Coalition shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Coalition's Contract Manager, and made payable to the "Early Learning Coalition of Southwest Florida, Inc."
2. If authorized and approved, the Contractor may be provided an advance as part of this contract, interest earned on any advances is required to be returned promptly, but at least quarterly, to the Federal agency through the Coalition in accordance with 45 C.F.R. Part 92.21.

T. Warranty of Authority:

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

U. Warranty of Ability to Perform:

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, F.S., or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Coalition in writing if its ability to perform is compromised in any manner during the term of the contract.

V. Final Invoice:

The Contractor shall submit the final invoice for payment to the Coalition no later than 60 days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and

the Coalition will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld at anytime until all reports due from the Contractor and necessary adjustments thereto have been approved by the Coalition.

W. Patents, Copyrights, and Royalties

1. Pursuant to Section 286.021, F.S., 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, the Contractor shall refer the discovery or invention to the Coalition who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the contract are hereby reserved to the State of Florida. All data created or received by the Contractor during the duration of this contract are the property of the Coalition and must be surrendered to the Coalition upon expiration, termination or cancellation of this contract at no cost to the Coalition.
2. Where activities supported by this contract produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Coalition has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Coalition to do so. In the event that any books, manuals, films, or other copyrightable materials are produced 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.
3. In accordance with the provisions of Section 286.021, F.S., materials produced by a State University which are subject to copyright, trademark or patent, legal title and every right, vest with the University pursuant to Section 1004.23, F.S.
4. The Contractor, without exception, shall indemnify and hold harmless the Coalition, State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted patented, or unpatented invention, process, or article manufactured by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

X. Independent Contract Status:

In the Contractor's performance of its duties and responsibilities under the 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. Nothing in the contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

1. The Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this contract shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the Coalition. Nor shall the Contractor represent to others that, as the Contractor, it has the authority to bind the Coalition unless specifically authorized to do so.
2. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the Coalition.

3. Unless justified by the Contractor and agreed to by the Coalition in Attachment I, the Coalition will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
4. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor, its officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Contractor.

Y. Electronic Fund Transfer (EFT):

The Contractor may agree to enroll in EFT, offered by the Coalition.

Z. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with Chapters 39 and 415, F.S., an employee of the Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

II. THE COALITION AGREES:

A. Vendor Payment:

Section 215.422, F.S., provides that the Coalition has five (5) working days to inspect and approve goods and services unless bid specifications or the Purchase Order specifies otherwise. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Coalition.

B. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

C. Contractor Payments:

Invoices shall contain the contract number, and the appropriate vendor identification number. The Coalition may require any other information from the Contractor that the Coalition deems necessary to verify any purchase order placed under the contract.

Payment shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Coalition's failure to pay, or delay in payment, shall not constitute a breach of the contract and shall not relieve the Contractor of its obligations to the Coalition or to other Customers.

III. THE CONTRACTOR AND THE COALITION AGREE:

A. Renegotiation or Modification:

The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws or regulations make changes in the contract necessary. In addition to changes necessitated by law, the Coalition may at any time, with written notice to the Contractor, make changes within the general scope of the 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 of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by all parties.

B. Termination**1. Termination at Will:**

This contract may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

2. Termination Due to the Lack of Funds:

In the event funds to finance this contract become unavailable or if federal and state funds upon which this contract is dependent is withdrawn or redirected, the Coalition may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Coalition shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this contract to another program thus causing "lack of funds". In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach:

The Coalition may terminate the contract if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. The rights and remedies of the Coalition in this clause are in addition to any other rights and remedies provided by law or under the contract.

4. Termination for Convenience:

The Coalition, by written notice to the Contractor, may terminate the contract in whole or in part when the Coalition determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

C. Force Majeure:

Neither party shall be responsible for any delay or failure in performance, caused by flood, riot, fire, earthquake, strike, communication line failure and power failure, explosion or act of God, death of, or incapacitating illness or injury to, key personnel of Contractor or any other force or cause beyond the control of the party claiming the protection of this paragraph.

D. Severability:

If any provision of this contract is held to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

E. Counterparts:

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

F. Name, Mailing and Street Address of Contractor and Coalition Contacts:

The name, address, zip code and telephone # of the payee for the Contractor is:

The name, address, zip code and telephone # of the Contract Manager for the Contractor is:

Phone (239) _____

Phone (239) _____

The name, address, zip code and telephone number of the Contract Manager for the Coalition is:

Peter Escayg
Early Learning Coalition of Southwest Florida, Inc.
12651 McGregor Blvd. Suite 4-402
Ft. Myers, Fl 33919
(239) 267-4105

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 will be rendered in writing to the all other parties and said notification attached to copies of this contract.

The parties hereto have caused this _____-page contract to be executed by the undersigned officials as duly authorized.

COLLIER COUNTY HEALTH DEPT

**EARLY LEARNING COALITION OF
SOUTHWEST FLORIDA, INC.**

By: _____
Signature

By: _____
Signature

Typed Name of Signee

Sabra Cecil
Typed Name of Signee

Title: _____

Title: Chair _____

Date: _____

Date: _____

Federal Employer Identification Number: _____

Attachment 1**STATEMENT OF WORK****I. SERVICES TO BE PROVIDED****A. DEFINITION OF TERMS.****1. Contract Terms.**

- a. Coalition - means an early learning coalition created under s. 411.01, FS., more specifically the "Early Learning Coalition of Southwest Florida, Inc. (ELC-SWFL) which is responsible for services in Collier, Hendry, Glades and Lee counties.
- b. Contractor - refers to "Collier County Health Department", the agency contracted by the Early Learning Coalition of Southwest Florida, to carry out the responsibilities identified in this contract.
- c. Fiscal Year - refers to each year beginning July 1 and ending June 30 of the following year.
- d. Provider - means the individual or facility responsible for the provision of child care services for children.

2. Program or Service Specific Terms.

- a. At Risk - refers to children at risk of abuse, neglect abandonment and/or exploitation
- b. Child care - means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee, or grant is made for care.
- c. Child care facility - includes any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit.
- d. CCHC – Child care health consultant.
- e. Child care Technician (Screener)- refers to a health department employee under the supervision of the RN Child Care Health Consultant, is assigned to the provision of hearing and vision screening for children served by the Early Learning Coalition of Southwest Florida.
- f. Child Health Screening – refers to Utilization of the Welch-Allyn Sure-Sight Vision Screener and Maico Ero-Scan Hearing Screener to identify children with possible vision &/or hearing difficulties in order to facilitate full examination by their community health provider; Height and weight of the child is included in the screening process, and all information is reported to the parent/guardian and child care provider.
- g. Completed referrals refer to when the child has been seen and evaluated by a health professional (eye doctor, pediatrician, family doctor, etc).
- h. Consultation refers to contact by phone or in person between the CCHC and a child care provider, parent or service provider regarding the health and/or safety of children and families in the community.
- i. DOH - Florida Department of Health.
- j. Eligible child care providers - means any child care facility or family child care home, licensed or registered under Chapter 402.302-319, Florida Statutes; Religiously exempt child care facility pursuant to ss 402.316, F.S., or public and non-public school program pursuant to ss 402.3025, Florida Statutes.

- k. ELC - Health Consultant -public health nurse who is contracted by the Early Learning Coalition of Southwest Florida through the local county health department to increase the level of health and safety in out-of-home child care settings within the service area.
- l. LCHD - local county health department.
- m. RN child care health consultant (RN-CCHC) - is a public health nurse who is contracted by the Early Learning Coalition of Southwest Florida through the local county health department to increase the level of health and safety in out-of-home child care settings within the service area.

B. General Description.

1. **General Statement** – To increase the level of health and safety in out-of-home child care settings within the service area.
2. **Authority** – Provided by Section 411.01 FS; 45CFR Part 98.41; applicable state and Federal laws, regulations and restriction and as amended.
3. **Scope of Service** – Services to be provided to children, families and child care providers within Collier county; regional trainings/supports as needed; 8 hour days; 5 days a week; 10 months a year; August 1, 2006 through May 31, 2007.
4. **Major goals** – The goal of this program is to serve the greatest possible number of children as follows:
 - promote the development of positive health attitudes and practices;
 - assist in the promotion and maintenance of safe and healthy child care environment;
 - increase the number of children enrolled in child care with complete immunizations, medical homes, and health insurance;
 - support child care staff in successful inclusive child care for those children and families with special needs;
 - continue the development of standards of practice for RN health consultants in the region served by the ELC-SWFL;
 - promote the early identification of health concerns (including general health, vision and hearing problems) which may be obstacles to successful learning for the child in a child care environment and
 - identify and increase community health resources.

C. Clients to be served

1. **General description** – Clients to be served are children, families and child care providers within the identified county, and as needed in the region served by ELC-SWFL.
2. **Client Eligibility/Determination** –The contractor shall ensure that priority is given to the providers serving children funded through the ELC-SWFL as advised by the ELC-SWFL.

II. Manner of Service Provision

A. Service Tasks

- Provide health and safety consultation for children, parent/guardians and child care providers by telephone or on-site visit.
- Provide education to children, families and child care providers to promote health wellness and safety.
- Meet with the ELC-SWFL Director of Health Services monthly to exchange information and collaboratively work towards program goal.

- Administer a vision and hearing screening program which focuses on children ages 2-5 in child care settings.
- Assess the need for health and safety education among child care providers and families, and plan to meet those needs.
- Provide referrals to community services and resources.
- Develop or update health policies and procedures for child care facilities.
- Review health records of children and child care providers as needed.
- Provide consultation as requested to assist in the management of care for children with special health care needs.
- Interpret standards of regulations and provide technical advice regarding child care licensing standards.
- Promote best practice standards for health and safety in child care and assist parents/guardians and child care providers in understanding their value.
- Coordinate, schedule and perform vision and hearing screenings on children ages 2-5yrs in designated child care facilities in Collier county.
- Participate in community screening events and other after-hours health screening events as directed.
- Maintain the specialized screening equipment and supplies.
- Implement and maintain a system for tracking hearing and vision referrals and their outcomes.
- Provide parents and child care providers with information regarding the referral completion process
- Document and track all screenings, referrals and follow-up contacts.
- Serve as an advocate for child health.
- Schedule and complete screenings as requested from community referrals.
- Both the nurse and child care technician shall attend the state mandated 20 hour introduction to child care training course, within 60 days of employment.

B. Staffing Requirements – Provide ELC-SWFL an opportunity to participate in the selection process and performance evaluation of RN-CCHC

1. Staffing Levels - The contractor will maintain a qualified registered professional nurse and child care technician to discharge the contractual responsibilities.

2. Professional Qualification -

a. The nurse shall preferably be a Bachelor's prepared, Registered Professional Nurse licensed in the state of Florida, with a minimum of 2 years experience working with children &/or families in a community setting.

The nurse should have knowledge concerning:

- national health and safety standards for out-of-home care;
- how child care facilities conduct their day-to-day operations;
- child care licensing requirements;
- disease reporting requirements;
- immunizations for children;
- immunizations for child care providers;
- injury prevention for children;
- staff health, including occupational health risks for child care providers;
- oral health for children;
- inclusion of children with special health needs in child care;
- recognition and reporting requirements for child abuse and neglect;
- community health and mental health resources;
- emerging trends and new recommendations in child care arena;

b. The child care technician shall be a high school graduate with excellent communication and organizational skills who is able to function independently in the community. Previous experience performing vision and/or hearing screening is desired.

The child care technician should have or be able to acquire knowledge concerning:

- operation and maintenance of the vision and hearing screening equipment;
- organizing, collecting data and producing reports regarding screening activities;
- communicating and interacting within the diverse child care environment in a respectful manner;
- positive interactions with children and families served by the ELC-SWFL and
- flexibility in regards to the needs of the children and the child care providers.

C. Service Location and Equipment

1. **Service Delivery Location** - The contractor will administer and coordinate services in Lee county. Central coordination of the services provided under the terms and conditions of this contract shall be performed at:

Collier County Health Department.

2. **Service Times** - It is expected that services will be provided 8 hour days; 5 days a week; 10 months a year; August 1, 2006 through May 31, 2007

3. **Equipment** - The contractor shall supply office equipment necessary to provide the services and data required for this contract.

The ELCSWFL will provide the training and screening equipment and supplies utilized in the screening and training process, e.g. (laptop/projector; reference books etc.), and will be responsible for the regular maintenance of the equipment.

D. Deliverables

1. **Service Units** - A service unit is one hour of completed service for which activities are identified in Section II A (Service Task).

2. **Records and Documentation** - Maintain all records required by the Florida Department of Health and ELC-SWFL

3. **Reports** – The Contractor will submit the following reports:

Report Title	Reporting Frequency	Report Due Date	Number of Copies	ELC-SWFL Office address(es) to receive reports
Invoice	Monthly	10 th of the month following the month of service	1	12651 McGregor Blvd. Suite 4-402 Fort Myers Fl 33919
Health Services Summary	Monthly	10 th of the month following the month of service	1	12651 McGregor Blvd. Suite 4-402 Fort Myers Fl 33919
Excel Data Sheet (includes screening, consultation and training activities)	Monthly	10 th of the month following the month of service	1	12651 McGregor Blvd. Suite 4-402 Fort Myers Fl 33919

Summary report of contracted services	Annually	45 days following the end of the contract	1	12651 McGregor Blvd. Suite 4-402 Fort Myers Fl 33919
---------------------------------------	----------	---	---	--

The ELC-SWFL will provide sample of reports to be submitted.

E. Performance specifications

1. Performance Measures - The contractor shall maintain records documenting the following outcomes and report this information 45 days from contract end date to the coalitions Director of Operation. The following performance measures must be achieved by the end of this contract period:

- a. The Contractor shall offer screenings at a minimum of four community screening events.
- b. The Contractor shall offer screenings to a minimum of 60 school readiness child care centers.
- c. 45% of School Readiness vision referrals shall be completed.
- d. 45% of School Readiness hearing referrals shall be completed.
- e. The Contractor shall conduct a minimum of 150 Consultations.
- f. The Contractor shall conduct a minimum of 30 Trainings.

2. Performance Evaluation Methodology.

a. Measuring Outcomes. The coalition will evaluate the outcomes found in section II.E.1. (Performance Measures) above, through the review of the monthly reports submitted.

b. By execution of this contract the contractor hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the contractor fails to meet these standards, the coalition, at its exclusive option, may allow up to six months for the contractor to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the coalition within the prescribed time, and if no extenuating circumstances can be documented by the contractor to the coalition's satisfaction, the coalition must cancel the contract with the contractor. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Coalition.

F. Provider Responsibilities

1. Comply with all pertinent provisions of the Federal and Florida Statutes and rules of the Florida Department of Health and Early Learning Coalition of Southwest Florida
2. Coordination with other Providers/Entities.

The contractor will:

- a. collaborate with community agencies serving the same families and children;
- b. support local/state child-advocacy-protection events such as children's day, provider appreciation day, children's fair's, Growing Up With Books, etc. and
- c. be responsible and accountable to perform the services and task pursuant to this contract regardless of the failure of other providers or entities.

G. Coalition Responsibilities

1. Coalition Obligations –

a. The Coalition shall furnish policies to the Contractor in the areas of specific program requirements as outlined in the approved school readiness plan and the required standards for program quality.

C. Supporting Documentation Requirements - The Contractor must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

D. Special Provisions

1. Corrective action/non-compliance - The contractor shall take corrective action to correct identified deficiencies, produce recommended improvements, or demonstrate deficiencies or findings that are either invalid or do not warrant action. The Contractor will be advised in writing about the requirements necessary to correct any non-compliance problems. If appropriate, as determined by the Coalition, the Contractor may be required to submit a corrective action plan, including the dates when any corrective action will be completed. Failure to comply with a corrective action plan may lead to termination of this contract.

2. Dispute resolution - The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representative will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director of the respective parties. Upon referral to this second step, the Executive Directors shall confer in an attempt to resolve the issue.

If the Executive Directors are unable to resolve the issue within ten (10) working days, the representatives shall make written recommendations to the Early Learning Coalition of Southwest Florida, Inc Executive Board who shall have final authority to resolve the dispute. The parties reserve the rights and remedies under Florida law. Venue for any court action will be in Lee County, Florida.

3. Renewal Clause - This contract may be renewed for a period of one year beginning July 1, 2007, contingent upon performance and funding availability. Continuation of all services is contingent upon the availability of funds appropriated annually by the Florida State Legislature, the availability of federal funds and the ability of the contractor to achieve required performance standards.

E. Exhibits

Exhibit A – Sample of invoice document.

Attachment 2**ASSURANCES AND CERTIFICATIONS**

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

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

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

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

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

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (5 U.S.C.1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e., Contractor) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the

convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - 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 approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the Contractor the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the Coalition and the United States has the right to seek judicial enforcement of the assurance.

Attachment 4

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), F.S., ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by:

for the Contractor whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

- 2. I understand that a “public entity crime” as defined in Section 287.133(1)(g), F.S., means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- 3. I understand the “convicted” or “conviction” as defined in Section 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an “affiliate” as defined in Section 287.133(1)(a), F.S., means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term “affiliate” included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm’s length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate with statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGHOUT THE CONTRACTING PERIOD. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, F.S., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____

Notary Public - State of _____

My commission expires: _____

(Printed typed or stamped
Commissioned name of notary public)

DRAFT