

**EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA,
INC**

**PROVIDER QUALITY ASSURANCE SERVICES CONTRACT
FISCAL YEAR 2011-2012**

PURPOSE

This contract sets forth the terms and conditions with which **Children's Forum, Inc.** hereinafter referred to as the "Contractor", agrees to comply for the receipt of federal and state funds from the Early Learning Coalition of **Sarasota County and Southwest Florida, Inc.** hereinafter referred to as the "Coalitions", including compliance with all attachments and exhibits referenced to herein, for the period commencing July 1, 2011 and extending through June 30, 2012. The Contractor shall comply with any newly enacted federal and state statutes or rules that supersede the provisions of this contract.

I. THE CONTRACTOR AGREES:

A. SERVICES TO BE PROVIDED

The Contractor agrees to provide services in accordance with the terms and conditions specified in this Contract including:

- Attachment 1 – Scope of Work for The Early Learning Coalition of Southwest Florida
- Attachment 2 – Scope of Work for The Early Learning Coalition of Sarasota County
- Attachment 3 – Definition of Terms
- Attachment 4 – Assurances and Certifications

Exhibit A through C all approved ELCSWFL Coalition policies and procedures, Office of Early Learning (OEL) and Contractor procedures and guidance which constitute the Contract document and in accordance with recognized best practices, as determined by the Coalitions.

B. GOVERNING LAWS

State and Federal Requirements

The Contractor shall ensure that the funds provided by this contract are expended for Early Learning Programs and services as established in this contract and applicable state and federal law, including but not limited to:

- Section 411.01, Florida Statutes, School Readiness Act
- OMB Circulars A-110 (2 C.F.R. part 215), A-122 (2 C.F.R. part 230) and A-133, as applicable
- Reference Guide for State Expenditures
- Provisions of the current approved CCDF State Plan
- 45 C.F.R. parts 74, 92, 98 and 99
- Florida Administrative Code Chapter 60BB-4
- Computer Related Crimes Act, Chapter 815, Florida Statutes
- Section 119.021, F.S, Custodial requirements; maintenance, preservation, and retention of public records

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C. OTHER CONTRACTUAL REQUIREMENTS

1. General Assurances

- (a) 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 statutes and federal law or regulations, except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- (b) Contractor agrees to immediately report knowledge or reasonable suspicion of abuse, neglect, 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). As required by Chapter 39 this provision is binding upon both Contractor and its employees.
- (c) Contractor agrees not to discriminate against any person in the performance of this contract or against any applicant for employment because of age, race, creed, color, disability, national origin, ethnicity, or sex.

2. DATA AND REPORTING SYSTEMS AND INFORMATION SYSTEMS SECURITY

The Contractor shall comply with the Computer-Related Crimes Act, Chapter 815, Florida Statutes.

3. Records And Documents

- (a) The Contractor shall establish and maintain books, records, and documents, including electronic storage media and electronic records, in accordance with state and federal law and generally accepted accounting procedures and practices. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Coalitions under this contract. Documentation of expenditures incurred under this contract shall be maintained by the Contractor and any subcontractor for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to this Agreement, whichever occurs last. The Contractor must ensure that accounting records reflect the separation of all programs/activities they administer, or for which they receive funding. Records shall adequately identify the source and application of funds 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.
- (b) The Contractor agrees to retain all client 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 the contract. However, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Contractor must

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retain those records until resolution of the audit findings or any litigation, which may be based on the terms of this contract.

- (c) The Contractor also acknowledges that each agency, organization, or individual receiving confidential and exempt records in order to carry out official functions must protect the data 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 Contractor's responsibility to ensure its subcontractors observe the same terms and conditions as contained in this contract and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data and/or as directed by the Coalition. The Contractor shall set forth processes and procedures to secure the 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 Contractor's location and/or as directed by the Coalition.
- (d) The Contractor agrees to cooperate with the Coalitions to facilitate the duplication and transfer of any records or documents during the required retention period as specified in Section I, Paragraph C, 3. b) above, upon completion or termination of this contract.
- (e) The Contractor agrees to transfer all financial records, supporting documents, statistical records, and any other documents, including electronic storage media, to the Coalitions should termination of this contract occur in whole or in part.
- (f) The Contractor will provide required reports as stated in **Attachments 1 and 2** and will provide an annual report documenting services provided and total costs and expenditures in providing services under this Contract within forty five (45) days following the end of the contract period.

4. Staffing

- (a) The Contractor agrees to employ staff, at its expense, to execute services provided in accordance with this contract. Such individuals shall not be considered employees of the Coalitions and are subject to the supervision, personnel practices and policies of the Contractor. The Contractor shall ensure that staff assigned to this project, at minimum, meet the qualifications to perform services as outlined in this contract. The Contractor agrees to ensure compliance with the applicable employee screening requirements in Section 435.03, F.S.
- (b) The Contractor and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in Section 39.0132, 39.202, and 39.814, F.S. and in any subsequent amendments to any of these statutes.

5. Assignments and Subcontracts

- (a) 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 Coalitions which shall not be unreasonably

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withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalitions, shall be null and void.

- (b) The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If the Coalitions permit 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 ELCSWFL 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 Coalitions 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 Coalitions against such claims.
- (c) The Coalitions shall at all times be entitled to assign or transfer their 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 Coalitions approve 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 Coalitions.
- (d) The Coalitions 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 Coalitions will act in good faith and not unreasonably.
- (e) The Coalitions may undertake or award supplemental contracts for work related to the contract, or any portion thereof. The Contractor shall cooperate with other such Contractors and the Coalitions in all such cases.

6. Independent Capacity of the Contractor

- (a) The Contractor will act in the capacity of an independent Contractor and not as an officer or employee of the State of Florida or the Coalitions. Neither the Contractor, nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Coalition unless specifically authorized in writing to do so.

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- (b) All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance shall be the sole responsibility of the Contractor.

7. Indemnification

The Contractor shall be liable for and indemnify, defend, and hold the Coalitions and all of their officers, directors, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, that arise from any act, action, neglect, or omission by the Contractor, its agents, subcontractors, or employees during the performance or operation of the Provider Quality Assurance program under this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

8. Insurance and Risk Mitigation

(a) 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, 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, any subcontractors, and the clients to be served under this contract.

9. Lobbying

Funds awarded under this contract may not be used for lobbying purposes pursuant to state and federal Law, including but not limited to, section 216.347, Florida Statutes, and 45 CFR 93.100.

10. Confidential Information

The provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and other applicable state and federal law will govern disclosure of any confidential information received by the State of Florida

11. Safeguarding Information

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.

12. Sponsorship/Public Announcement

- (a) The Contractor agrees that in accordance with Section 286.25, Florida Statutes, it will use the following statement in publicizing, advertising, or describing the sponsorship of early learning projects financed in part or in full with state funds or funds obtained from a state agency: "Sponsorship by (Children's Forum), Early Learning Coalitions of Southwest Florida and Sarasota, State of Florida, Agency for Workforce Innovation." If the sponsorship referenced is in written material, the words

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“State of Florida, Agency for Workforce Innovation” shall appear in the same size letters or type as the name of the Coalitions.

- (b) Use of the Florida Partnership for School Readiness and Office of Early Learning logos have been discontinued. Use of AWI logos shall be limited to those logos approved by the Agency for Workforce Innovation. This section does not apply to use of Coalition/Contractor logos.
- (c) The Contractor agrees that, in accordance with Public Law 103-333, section 508, and Public Law 111-117, section 506, that, when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing a project or programs funded in whole or in part with Federal money, the Contractor shall clearly state the percentage of the total cost of the program or project which will be financed with Federal money, the dollar amount of Federal funds used for the project or program, and the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

13. Return of Funds

Upon the Coalitions' final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the Contractor shall return to the Coalitions any overpayments or disallowed costs within 40 calendar days of issuance of written notice by the Coalitions or other timeframes in accordance with OEL File No. 240.01. Should repayment not be made in a timely manner, the Coalitions shall be entitled to charge a lawful rate of interest on the outstanding balance.

14. Withholding of Funds:

The Coalitions reserve the right, upon written notice, to withhold funds, in whole or in part, for non-performance or non-compliance with the terms and conditions of this contract until such time as the Coalitions determine that the Contractor has corrected its performance and is in full compliance with this contract. Said notice shall be delivered by mail with proof of delivery or in person with proof of delivery.

The Coalitions will provide the Contractor with written notice that details their findings of non-performance or non-compliance and timelines for submitting a corrective action plan and correcting all noted deficiencies. In order to ensure funds are not withheld, the Contractor shall respond to the notice within 30 days or the timeline specified and provide a corrective action plan that addresses all noted deficiencies. If the corrective action plan is approved by the Coalitions, the Contractor shall implement the corrective action within the prescribed timeframe. Failure to respond in writing and submit a subsequent corrective action plan within 30 days, or other timeline specified by the Coalitions, may lead to funds being withheld from the Contractor. Once the Coalitions determine that the corrective action has been successfully implemented and that the Contractor is in compliance with the contract, the Coalitions will re-instate the funds previously withheld.

15. Final Invoice

The Contractor must submit the final invoices for payment to the Coalitions no more than forty five (45) calendar days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Coalition may not

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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 Coalitions.

16. Title of Property

- (a) The Contractor shall comply with the provisions of 45 CFR 74.32, for real property, 45 CFR 74.34 for equipment, and 45 CFR 74.35 for supplies.
- (b) In accordance with OEL File 240.02, title to all property acquired with funds provided to the Contractor under this Agreement shall be vested in the Coalitions; however, title and ownership shall be transferred to the Coalitions upon termination of the Contractor's participation in Early Learning programs, unless otherwise authorized in writing by the Coalitions.
The Contractor shall include similar language and requirements in their subcontracts.

17. Public Entity Crime

Pursuant to section 287.133(3)(a), Florida Statutes, 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, 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this contract, the Contractor acknowledges that it and any subcontractor(s) of the Contractor are in compliance with this section.

Federal funds may not be disbursed to parties excluded from receiving Federal contracts or financial and nonfinancial assistance and benefits. Prior to execution of contracts or agreements, the Contractor must verify that no party to the Agreement is included on the Excluded Parties List. Documentation of verification shall be maintained by the Contractor.

18. Patent, 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 or invention to the Coalition.

- (a) Pursuant to section 286.021, Florida Statutes, if the discovery or invention arises or is developed in connection with the use of state funds, AWI will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida.

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- (b) Pursuant to section 286.021, Florida Statutes, and subject to claims of the United States Department of Health and Human Services, any and all copyrights accruing under or in connection with the Contractor's execution of its duties under this contract, funded by Early Learning Program funds, are hereby reserved to the State of Florida.
- (c) Pursuant to 45 CFR 92.34, the United States Department of Health and Human Services 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 this contract and any rights of copyright which the Contractor or its sub-contractors purchase with such federal funds.

19. Procurement

The Contractor agrees that it will procure commodities and services for Early Learning programs in accordance with the provisions of applicable OMB Circulars, such as A-110 (2 C.F.R. part 215), A-122 (2 C.F.R. part 230), or A-133 and section 287.057, Florida Statutes. For the purposes of this paragraph, in applying the provisions of section 287.057, Florida Statutes, the Contractor shall substitute the following threshold amounts for those found in section 287.017, Florida Statutes:

- CATEGORY ONE: \$35,000
- CATEGORY TWO: \$65,000
- CATEGORY THREE: \$195,000
- CATEGORY FOUR: \$325,000
- CATEGORY FIVE: \$500,000

Additionally, the Contractor shall substitute the following language for the language found in section 287.057(13), Florida Statutes:

Contracts for commodities or contractual services may be renewed for a period that may not exceed five (5) years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed.

The remaining requirements of section 287.057, Florida Statutes, remain in effect.

20. Reports

- (a) Where the Contract requires the delivery of reports to the Coalitions, mere receipt by the Coalitions shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Coalitions reserve the right to reject reports as

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incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting Contract. The Coalitions, at their option, may allow additional time within which the Contractor may remedy the objections noted by the Coalitions or the Coalitions may, after having given the Contractor a reasonable opportunity to complete, make adequate, or acceptable, declare this Contract to be in default.

- (b) The Contractor shall complete and submit reports in accordance with specifications requested by the Coalitions. The Contractor shall provide additional ad hoc reports as requested by the Coalitions.
- (c) The Contractor will tabulate, manage and report on all ERS data to the Coalition. This will include a detailed monthly report on the status of all program assessments provided as applicable.

21. Third Party Rights

No rights of any third party are created by this Contract and no person not a party to this Contract may rely on any provision herein notwithstanding any representation, written or oral, to the contrary.

22. Notices

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified unless otherwise instructed under this contract. The place for giving notice shall remain such until it is changed by written notice in compliance with the provision of this paragraph.

To the Contractor: 2807 Remington Green Circle Tallahassee, FL 32308

To the Coalitions: 5256 Summerlin Commons Way, Ste, 201 Ft Myers, FL 33907

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 all of the parties and said notification attached to copies of the Agreement.

23. 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 its ability to perform under this contract. The Contractor shall immediately notify the Coalitions in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of this contract.

24. Force Majeure and Notice of Delay from Force Majeure

Neither party shall be liable to the other for any delay or failure to perform under this contract if such delay or failure is neither the fault nor the negligence of the party or its employees or agents and the delay is due directly to acts of God, wars, acts of public

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enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under this contract to either party. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Coalitions in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Coalitions, in their sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of their decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Coalitions. The Contractor shall not be entitled to an increase in the contract price or payment of any kind from the Coalitions for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance 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 at no increased cost, unless the Coalitions determine, in their sole discretion, that the delay will significantly impair the value of this Contract to the Coalitions or the State, in which case, the Coalitions may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Coalitions with respect to products or services subjected to allocation; (2) purchase from other sources (without 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, which purchases may be deducted from this contract quantity; or (3) terminate this contract in whole or in part.

25. Disputes

Contract

The Coalitions' designated Chief Executive Officer (CEO)/Executive Director (ED) shall be the first contact of dispute resolution concerning performance of this contract. Any dispute that cannot be resolved by the CEO/ED shall be reduced to writing and delivered by certified mail to the designated Coalition's office by the Contractor. The Executive Board of the designated Coalition shall decide the dispute within thirty (30) calendar days of the Coalition's receipt of the written dispute.

26. Staffing Changes

The Contractor shall notify the Coalitions as soon as possible, but no later than 5 working days of any changes in key personnel positions for the Contractor. Key personnel positions include the President/CEO, the director of program operations, and the finance officer. Changes in employment may include resignations, approved leave

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of absence, or termination. Such notification shall be in writing and shall include information related to replacement staff assigned.

27. Special Situations

The Contractor agrees to inform the Coalitions within twenty four (24) hours of any circumstances or events, which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this contract.

28. ASSURANCES AND CERTIFICATIONS

The Contractor shall execute and submit the following required certifications and assurances which are incorporated and made a part of the Agreement as Attachment 4.

- Assurances – Non-Construction Programs
- Debarment and Suspension Certification
- Certification Regarding Lobbying
- Drug Free Workplace Certification
- Certification Regarding Public Entity Crimes
- United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995
- Trafficking Victims Protection Act of 2000
- Pro-Children Act of 1994
- Certification Regarding Standards of Conduct
- Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)

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II. THE COALITIONS AND CONTRACTOR AGREES:

A. Contract Dates

This Contract shall begin on **July 1, 2011** or the date on which all parties have signed the contract, whichever is later, and shall end on **June 30, 2012**. 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.

B. Contract Amount & Availability of Funding

This contract shall not exceed **\$399,863.1** which shall be paid by the Coalitions for the provision of services as set forth by this contract. The Coalitions' obligation to pay under this contract is contingent upon annual appropriation by the State of Florida Legislature and availability of any and all applicable federal funds. The Coalitions 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 project. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on the Coalitions. The Coalitions agree to notify the Contractor in writing as the earliest possible time if funds are not appropriated or available.

- The total dollars for providing services to **ELC of Sarasota County** shall not exceed **\$134,858.1** and the Contractor shall be reimbursed for a minimum of **212** and maximum of **229** assessments. The **ELC of Sarasota County's obligation to pay** under this contract for the aforementioned service is contingent upon the receipt of expected funding. The **ELC of Sarasota County** shall be the final authority as to the availability of funds for the assessment services mentioned in this paragraph, and would advise the Contractor of any changes, one (1) month prior to the start of service in January 2012.
- The total dollars for providing services to **ELC of Southwest Florida** shall not exceed **\$265,005** and the Contractor shall be reimbursed for a minimum of **400** and maximum of **450** assessments.
- Onsite assessments can be substituted for training (Two (2) Hours of training equivalent to one (1) ERS assessment) or Classroom Assessment Scoring System (CLASS) assessment, as requested by the Coalitions.
- The various categories of providers can be interchanged/adjusted within the capabilities of the available contractor resources, as long as the total number of assessments for the respective Coalition is maintained.

C. Method of Payment

1. The Contractor shall submit monthly invoices for the program based on actual expenditures of units of service as soon as possible following the close of the invoice month, but no later than 15 calendar days following the close of the invoice month. Invoices shall be submitted for payment in accordance with the requirements of this contract in attachments A1 and A2. Sufficient detail shall be provided by the Contractor to comply with federal and state reporting requirements and pre and post audit requirements. Contractor cash management procedures, including the invoice format and submission requirements, shall be instituted in accordance with the cash management procedures and other instructions established by the Coalition. Failure to use such forms, to provide sufficient detail,

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or to submit data in compliance with the standards established by the Coalitions, may result in a non-payment of the invoice.

2. Restriction of Expenditures

(a) Pursuant to OMB A-122 (2 C.F.R. 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:

- Congratulatory telegrams;
- Flowers and/or telegraphic condolences;
- Presentment of plaques for outstanding service;
- Entertainment for visiting dignitaries;
- Refreshments such as coffee and doughnuts; and
- Decorative items (globes, statues, potted plants, picture frames, etc.).

(c) Awards and Volunteer Recognition

If authorized by the Contractor's board, the Contractor may incur expenditures to award suitable framed certificates, pins, and other tokens of recognition to:

- Retiring employees whose service with the Contractor has been satisfactory, in appreciation and recognition of such service, as described in section 110.1245(3), Florida Statutes. Such awards may not cost in excess of \$100 each plus applicable taxes.
- Contractor employees who demonstrate satisfactory service to the contractor, in appreciation and recognition of such service, as described in section 110.1245(4), Florida Statutes. Such awards may not cost in excess of \$100 each plus applicable taxes.
- Any appointed member of the Contractor's board whose service to the contractor has been satisfactory, in appreciation and recognition of such service upon the expiration of such board member's final term, as described in section 110.1245(5), Florida Statutes. Such awards may not cost in excess of \$100 each plus applicable taxes.
- Volunteers who have offered continuous and outstanding service to state-administered programs to honor, reward, or encourage such volunteers for their service, as described in section 110.503, Florida Statutes. Such awards may not cost in excess of \$100 each plus applicable taxes.

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(d) Membership Dues and Licensing fees

The Contractor shall comply with the terms of section 216.345, Florida Statutes and section __.30 of OMB Circular A-122 (2 C.F.R. part 230), when incurring costs related to the payment of membership dues and licensing fees.

3. Upon receipt of funds by the Coalitions from the Agency for Workforce Innovation, the Coalitions will pay the Contractor, within three working days from receipt of funds from the Agency for Workforce Innovation, the full amount due according to the invoices submitted and/or reimbursements submitted by the Contractor. Payment may be in the form of electronic transfer to a pre-authorized bank account in the name of the Contractor. The Coalitions shall not be liable for any expenses incurred by the Contractor over and above the Contracted amounts.

Funding Source

Estimated allocations to funding source

93.556 Temporary Assistance to Needy Families (TANF)	18.35%
93.558 TANF Maintenance of Effort (MOE)	14.26%
93.575 Child Care Development Fund (CCDF)	34.61%
93.596 CCDF Mandatory Matching	22.99%
93.596 CCDF Maintenance of Effort (MOE)	3.99%
93.667 Social Services Block Grant (SSBG)	0.07%
75.005 State Only Funds	1.25%

D. TERMS AND CONDITIONS

1. **Order of Precedence:** If there is any conflict between the provisions set forth in this contract (as such may be modified from time to time by the Coalition and the other standards set forth in the Plan and federal and state law), it will be resolved in the following order of priority: (i) federal and state law; (ii) the Agreement; (iii) the Plan.
2. **Contingency Statement:** The Coalition/State of Florida's performance and obligation to pay to the extent a payment obligation can be gleaned from the terms set forth herein, under this contract is contingent upon an annual appropriation by the Legislature.
3. **Governing Law:** This contract shall be construed in accordance with and governed for all purposes by the law of the State of Florida applicable to agreements and contracts executed and to be wholly performed within such state.
4. **Severability:** If any term or provision of this contract is determined by a court of competent jurisdiction to be unenforceable, the term or provision will be stricken, and the remainder of this contract will remain in full force and effect.

**EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA,
INC**

5. The following AWI policies and OEL Files, with any subsequent revisions, are incorporated by reference:

AWI-1.02

AWI-5.02

AWI FG-05-046

AWI FG-063

AWI FG-064

File 202.80 – Specifications for Annual Reports of Early Learning Coalitions

File 240.01 – Description of Cash Management Procedures

File 240.02 – Inventory and Disposal of Property purchased with State or Federal grant funds

File 240.03 – Collection of a Delinquent Account

File 240.04 – School Readiness Funds Management

File 250.01

OEL FG 10.02

6. This contract constitutes the only agreement, and supersedes all prior contracts and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Attachments hereto are a material part of this contract and are incorporated by reference. This contract, including any Attachments and Exhibits hereto, may not be amended or modified, except in writing signed by all parties to this contract.

7. The Contractor and the Coalitions may meet monthly to review Contract reports, overall contract performance and utilization.

8. Service Times

The Contractor agrees to be available from 8:00 a.m. – 5:00 p.m. Monday through Friday excluding Contractor holidays.

9. **Renewal Clause** - This is the final year of this contract and may not be renewed.

10. Termination

It is the intent of the Coalitions to assure a consistent and orderly delivery of the Provider Quality Assurance program services. It is the further intent of the Coalitions to terminate the contract only in those situations where such action is essential to the protection of its interests and the interests of children and families, as determined by the Coalitions.

(a) Termination Due to the Lack of Funds:

In the event funds to finance the Agreement become unavailable or if federal and state funds upon which the Agreement is dependent are withdrawn or redirected, the Coalitions may terminate the Agreement 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 Coalitions 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".

**EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA,
INC**

(b) Termination for Breach:

This contract may be terminated by the Coalitions for nonperformance by the Contractor upon no less than twenty-four (24) hours notice in writing to the Contractor. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition's right to remedies at law or inequity. If applicable, the Contractor may be liable for liquidated damages upon breach.

The above provisions shall not limit either the Coalitions or the Contractor's right to remedies at law or to damages.

11. Re-negotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Coalitions operating budget.

In addition to changes necessitated by law, the Coalitions 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 Coalitions. 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 rendered in writing and duly signed.

12. Counterparts

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

E. Official Payee and Representatives:

1. The Contractor name, as shown on page 1 of this contract and mailing address of the official payee to whom the payment shall be made:
2. The name, address, and telephone number of the Coalitions Chairperson, Vice Chairperson or authorized Coalition representative for this contract:

Children's Forum, Inc.
2807 Remington Green Circle
Tallahassee, FL 32308

The Early Learning Coalitions of:
Sarasota County
Janet Kahn, Executive Director
1750 17th Street, Unit K-1,
Sarasota, FL 34234

EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

Southwest Florida, Inc
John Remington, Chairman
5256 Summerlin Commons Way
Suite 201 Ft Myers, Florida 33907

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:

Phyllis K. Kalifeh, President/CEO
2807 Remington Green Circle
Tallahassee, FL 32308
(850)681-7002

4. The name, address, and telephone number of the Coalitions CEO /Executive Director for this Contract is:

Sarasota County
Janet Kahn, Executive Director
1750 17th Street, Unit K-1
Sarasota, FL 34234

Southwest Florida, Inc.
Kathleen H. Reynolds, CEO
5256 Summerlin Commons Way
Suite 201 Ft Myers, Florida 33907

The parties have read the entire contract, inclusive of all its Attachments and Exhibits.

The Contractor certifies that its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this **62 page** document to be executed by their undersigned officials as duly authorized.

EARLY LEARNING COALITION OF SARASOTA COUNTY

CHILDREN'S FORUM, INC.

Janet Kahn, Executive Director

Phyllis K. Kalifeh, President/CEO

Date

Date

EARLY LEARNING COALITION OF SOUTHWEST FLORIDA

Federal FEID#: 65 -0165007

John Remington, Chairman

Fiscal Year Ending Date: 6/30

Date

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

ATTACHMENT 1

SCHOOL READINESS PROVIDER QUALITY ASSURANCE SERVICES

EARLY LEARNING COALITION OF SOUTHWEST FLORIDA, INC.

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. SCOPE OF SERVICE

The Contractor shall administer, coordinate and conduct quality assessments utilizing the Environment Rating Scales on child care providers served by the Coalition. The Contracted services will be conducted in the following counties:

Collier, Glades, Hendry and Lee Counties

B. MAJOR PROGRAM GOALS

To determine the environmental quality of child care providers contracting with the Coalition.

C. GENERAL DESCRIPTION OF CLIENTS TO BE SERVED

Clients to be served are the early learning providers of Collier, Glades, Hendry and Lee Counties, that are served by the Coalition.

D. CLIENT ELIGIBILITY

Eligibility for Assessment services is open to all School Readiness childcare and early education providers served by the Coalition.

E. CONTRACT LIMITS

1. The number of assessments to be conducted is referenced in Section III. A.1. of this attachment and the Coalition reserves the right to alter or adjust these contractual limits.
2. Funding is based on availability of funds provided by the allocation from the Agency for Workforce Innovation / Office of Early Learning.

**EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA
COUNTY AND SOUTHWEST FLORIDA, INC**

II. MANNER OF SERVICE PROVISION

A. SERVICE TASK LIST

1. Provider Quality Assurance services

The Contractor shall:

- (a) Conduct a onsite assessment of School Readiness providers as directed by the Coalition. The Contractor will use the Harms, Clifford and Cryer Environment Rating Scales (ERS) system (ITERS/ECERS/FCCERS) to assess provider quality standards.
- (b) Contact the respective provider prior to the onsite visit to set up a three (3) week window and identify up to two (2) blackout dates (dates the facility will not be available).
- (c) Conduct an unannounced visit within the three week window identified in item (b) above.
- (d) Schedule alternative sites for the onsite visit in case the provider is not available at the time of the visit.
- (e) Select another classroom in the same age range (ITERS, ECERS or FCCRS), if the classroom randomly selected to be assessed does not have enough children in attendance for a valid assessment.
- (f) Complete on-site assessments and submit an assessment summary Quality Improvement Plan and comparison report to the Coalition within ten (10) business days of completion of the onsite visit.
- (g) Communicate with the facility director and will address immediate Health and Safety concerns at the site visit. The Contractor will also advise the Coalition of the Health and Safety concerns the same day by phone and email, and submit a complaint form if applicable to the appropriate agencies.
- (h) Communicate with the facility director briefly, informing the director that they are conducting an assessment on behalf of the Coalition which should take at least three (3) hours.
- (i) Complete one (1) ITERS and one (1) ECERS at each child care center if applicable (ECERS to be completed in a VPK classroom if applicable).
- (j) Complete a FCCERS at each SR family child care home (FCCH) unless serving school age children only.
- (k) Reassess providers with an initial total score of less than or equal to 2, or providers showing an increase of 2 points or greater from previous assessment. Reassessment must be twelve (12) to fourteen (14) weeks after previous assessment or as directed by the Coalition.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

2. Task Limits

- (a) 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 including but not limited to, the authorities listed in the applicable Sections of this Contract, action transmittals, program instructions, review guides, and similar documents.
- (b) The Contractor shall not perform any tasks related to the project other than those described in this Contract without the express written consent of the Coalition.
- (c) 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 this Contract.
- (d) The Contractor is considered a mandatory reporter and shall report to the appropriate authority, any situation at the facilities being assessed that threatens the health and safety of the child/children being served. The Contractor will also advise the Coalitions of such reports.
 - Contractor to report Health and safety concerns of licensed providers directly to DCF and phone call to the respective Coalition within eight (8) business hours and Email within twenty four (24) hours.
 - Contractor to report Health and safety concerns of registered and exempt providers the respective Coalition within eight (8) business hours and Email within twenty four (24) hours.
- (e) Ensure that no more than three (3) assessors are conducting the onsite visit in the classroom or home, or for reliability checks.
- (f) Deliver the services described in this Contract to the specified population.

B. STAFFING REQUIREMENTS

1. Staffing Levels

- (a) Refer to the core contract section 1. C.4.
- (b) The Contractor shall have adequate bilingual speaking assessors with Spanish fluency, to effectively assess approximately twenty percent (20%) of the providers.

2. Professional Qualifications

- (a) The Contractor will ensure that, when applicable, all staff and any subcontractor staff are appropriately qualified, consistent with Rules 65C-22, F.A.C. and any other applicable state, federal and county laws and regulations.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

- (b) The Contractor will ensure personnel who, as part of their duties and responsibilities, spend forty hours or more per month in child care program(s), must submit to a level 2 criminal records check within ten days of employment in accordance with §§ 435.03(1) or 435.05, F.S., as applicable.

3. Subcontractors

Refer to the core Contract section I.C.5.

C. SERVICE LOCATION & EQUIPMENT

1. Service Delivery Location

The Contractor shall administer, coordinate and ensure availability and delivery of the services specified in the Contract in Collier, Glades, Hendry and Lee Counties, Florida.

2. Service Times

The Contractor is expected to arrive in time to observe arrival of children, with few exceptions.

3. Changes in Location

The Contractor shall notify the Coalition, in writing, thirty (30) days prior to any anticipated change in the location of its offices or service facilities.

4. Equipment

The Contractor shall acquire at its own expense, and maintain equipment as required and agreed upon with the Coalition to deliver agreed upon services.

D. DELIVERABLES

1. Service Units

This is a fixed price (unit cost) Contract.

The fixed price unit of service is considered as one completed ERS Assessment as identified in Attachment 1 section II.A., and all associated cost including travel, accommodation, reports, and Contractor responsibilities as identified in this Contract.

2. Records and Documentation

Refer to core Contract, Section I.C.3.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

3. Reports

- (a) The Contractor will provide data information in a monthly management report, due to the Coalition no later than fifteen (15) calendar days following the end of service month, in a format specified by the Coalition. Monthly reports shall not only outline the units of services provided but also offer an overview of issues, accomplishments, and challenges encountered while striving to achieve Contract requirements. Monthly statistical and narrative report data should include, but is not limited to, a summary of the scheduled and completed assessments and Quality Improvement Plans for the period
- (b) The Contractor will submit any other reports and data requested by the Coalition within five (5) business days to effectively manage the program.
- (c) The Contractor shall submit an annual report within forty five (45) days after the end of the Contract period, as defined by the Coalition, reflecting the year-end status of all providers assessed (Format to be agreed with the Coalition).
- (d) The Contractor shall use the Branagh System for assessing and providing the required program reports.
- (e) Monthly demonstration/confirmation of appropriate reliability levels in accordance with the requirement of the tool's original developer, as appropriate according to scheduled internal reviews by Contractor.
- (f) The Contractor will submit reports as scheduled below:

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

Report Title	Reporting Frequency	Report Due Date	Number of emailed Copies	Coalition Office address(es) to receive reports
FISCAL REPORTS				
Invoice	Monthly	By the 15 th calendar day of the month following the month of service	1	Melanie Holaway, Director Provider Svcs 5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33907
PROGRAM REPORTS				
ERS Report	Monthly	By the 15 th of the month following the month of service	2	Peter Escayg, Director of Operations Melanie Holaway, Director Provider Svcs 5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33907
Assessment Summary Report	As completed	By the 15 th of the month following the month of service	2	Peter Escayg, Director of Operations Melanie Holaway, Director Provider Svcs 5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33907
Comparison Report	As completed	By the 15 th of the month following the month of service	2	Peter Escayg, Director of Operations Melanie Holaway, Director Provider Svcs 5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33907
Quality Improvement Plan Report	As completed	By the 15 th of the month following the month of service	2	Peter Escayg, Director of Operations Melanie Holaway, Director Provider Svcs 5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33907
Annual Service Report	Annually	By the 45 th calendar day following the end of the contract period.	2	Peter Escayg, Director of Operations Melanie Holaway, Director Provider Svcs 5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33907

E. CONTRACTOR RESPONSIBILITIES

1. Contractor Unique Activities

- (a) The Contractor is solely responsible for the satisfactory performance of the tasks 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.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

- (b) 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 including but not limited to, the authorities listed in 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.

2. Coordination with Other Entities

The Contractor agrees to be responsible and accountable to perform the services and tasks pursuant to the resultant Contract regardless of the failure of other providers or entities.

F. COALITION RESPONSIBILITIES

1. Coalition Obligations

The Coalition will evaluate overall compliance with the Contract requirements for the services described herein.

2. Coalition Determinations

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.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

III. Method of Payment

A. Payments

1. This is a fixed price (unit cost) contract. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a total dollar amount not to exceed **\$265,005** subject to the availability of funds.

The Contractor shall request payment on a monthly basis through submission of a properly completed invoice within fifteen (15) calendar days following the end of the month for which payment is being requested. The Coalition agrees to pay for the service units at the unit price(s) and limits listed below in accordance with the terms of this Contract.

Service Units	Unit Price	Maximum # of Units	Maximum \$ cost
ERS Assessment	\$588.90	450	\$265,005

2. Invoice Requirements.

Unit Cost:

Payments may be authorized only for service units on the invoice (**Exhibit A1**) which are in accord with the above list, the limits specified on the approved line item budget/disbursement information (**Exhibit B**) and other terms and conditions of this Contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this Contract.

3. Supporting Documentation Requirements

Service units:

The provider 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.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

ATTACHMENT 2

SCHOOL READINESS PROVIDER QUALITY ASSURANCE SERVICES

EARLY LEARNING COALITION OF SARASOTA COUNTY

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. SCOPE OF SERVICE

The Contractor shall administer, coordinate and conduct quality assessments utilizing the Environment Rating Scales on child care providers served by the Coalition. The contracted services will be conducted in Sarasota County.

B. MAJOR PROGRAM GOALS

To determine the environmental quality of child care providers contracting with the Coalition.

C. GENERAL DESCRIPTION OF CLIENTS TO BE SERVED

Clients to be served are the early learning providers of Sarasota County that are served by the Coalition.

D. CLIENT ELIGIBILITY

Eligibility for assessment services is open to all School Readiness childcare and early education providers served by the Coalition of Sarasota County.

E. CONTRACT LIMITS

The number of assessments to be conducted is referenced in Section III. A.1. of this attachment and the Coalition reserve the right to alter or adjust these contractual limits.

F. The following are the categories of providers to be assessed. The Sarasota Coalition reserves the right to interchange/adjust the numbers within the capabilities of the available Contractor resources and the maximum assessments referenced in Section III. A.1. of this attachment:

- CLASS 10
- ECERS 115
- ITERS 57
- FCCERS 30

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

- G.** Funding is based on availability of funds provided by the allocation from the Agency for Workforce Innovation / Office of Early Learning.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASK LIST

1. Provider Quality Assurance services

The Contractor shall:

- (a)** Conduct onsite assessment of School Readiness providers as directed by the Coalition. The Contractor will use the Harms, Clifford and Cryer Environment Rating Scales (ERS) system (ITERS/ECERS/FCCERS) to assess provider quality standards.
- (b)** Contact the respective provider prior to the onsite visit to set up a three (3) week window and identify blackout dates (dates the facility will not be available).
- (c)** Conduct an unannounced visit within the three week window identified in item II) above.
- (d)** Schedule alternative sites for the onsite visit in case the provider is not available at the time of the visit.
- (e)** Select another classroom in the same age range (ITERS, ECERS or FCCRS), if the classroom randomly selected to be assessed does not have enough children in attendance for a valid assessment.
- (f)** Complete on-site assessments and submit score sheets, assessment summary and Quality Improvement Plan to the Coalition within ten (10) business days of completion of the onsite visit.
- (g)** Communicate with the facility director and will address immediate Health and Safety concerns at the site visit. The Contractor will also advise the Coalition of the Health and Safety concerns.
- (h)** Communicate with the facility director briefly, informing the director that they are conducting an assessment on behalf of the Coalition which should take at least three (3) hours.
- (i)** Conduct one (1) FCCRS for each family child care home to be assessed. Conduct two (2) ERS assessments at each center site (1 ITERS and 1 ECERS or 2 ECERS if the site does not serve infants).
- (j)** Complete a document review as per Coalition QIS check list (**Exhibit C**)
- (k)** Complete assessment on a proportionate number of additional classrooms for any center that serves over one hundred (100) children, as directed by the Coalition.
- (l)** Conduct additional assessments in specific classrooms as directed by the Sarasota Coalition and with advance notice to the contractor as agreed upon between the Sarasota Coalition and Contractor.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

- (m) Deliver the services described in this Contract to the specified population between January 15, 2012 and May 15, 2012 or as agreed upon between the Sarasota Coalition and Contractor. **The Contractor shall also ensure that by May 1, 2012 there will be no more than eighteen (1) assessments being completed to fulfill the requirements of Attachment 2, and the exception to this would have to be approved by the Sarasota Coalition.**

2. Task Limits

- (a) 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 including but not limited to, the authorities listed in the applicable sections of this Contract, action transmittals, program instructions, review guides, and similar documents.
- (b) The Contractor shall not perform any tasks related to the project other than those described in this Contract without the express written consent of the Coalition.
- (c) 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 this Contract.
- (d) The Contractor is considered a mandatory reporter and shall report to the appropriate authority, any situation at the facilities being assessed that threatens the health and safety of the child/children being served. The Contractor will also advise the Coalition of such reports.
- (e) The Contractor shall ensure that no more than three (3) assessors are conducting the onsite visit in the classroom or home, or for reliability checks.

B. STAFFING REQUIREMENTS

1. Staffing Levels

- (a) Refer to the core contract section 1. C.4.
- (b) The Contractor shall have adequate bilingual speaking assessors with Spanish fluency, to effectively assess approximately twenty percent (20%) of the providers.

2. Professional Qualifications

- (a) The Contractor will ensure that, when applicable, all staff and any subcontractor staff are appropriately qualified, consistent with Rules 65C-22, F.A.C. and any other applicable state, federal and county laws and regulations.
- (b) The Contractor will ensure personnel who, as part of their duties and responsibilities, spend forty hours or more per month in child care program(s),

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

submit to a level 2 criminal records check within ten days of employment in accordance with §§ 435.03(1) or 435.05, F.S., as applicable.

3. Subcontractors

Refer to the core contract section I.C.5.

C. SERVICELOCATION & EQUIPMENT

1. Service Delivery Location

The Contractor shall administer, coordinate and ensure availability and delivery of the services specified in the Contract in Sarasota County, Florida.

2. Service Times

The Contractor is expected to arrive in time to observe arrival of children, with few exceptions.

3. Changes in Location

The Contractor shall notify the Coalition, in writing, thirty (30) days prior to any anticipated change in the location of its offices or service facilities.

4. Equipment

The Contractor shall acquire at its own expense, and maintain equipment as required and agreed upon with the Coalition to deliver agreed upon services.

D. DELIVERABLES

1. Service Units

This is a fixed price (unit cost) Contract.

The fixed price unit of service is considered as one completed ERS Assessment as identified in section II.A.1. above, and all associated cost including travel, accommodation, reports, and Contractor responsibilities as identified in this Contract.

2. Records and Documentation

Refer to core contract, Section I.C.3.

3. Reports

- (a) The Contractor will provide data information in a monthly management report, due to the Coalition no later than fifteen (15) calendar days following the end of service month, in a format specified by the Coalition. Monthly reports shall not only outline

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

the units of services provided but also offer an overview of issues, accomplishments, and challenges encountered while striving to achieve Contract requirements. Monthly statistical and narrative report data should include, but is not limited to, a summary of the scheduled and completed assessments and Quality Improvement Plans for the period

- (b) The Contractor will submit any other reports and data requested by the Coalition within five (5) business days to effectively manage the program.
- (c) The Contractor shall submit an annual report within forty five (45) days after the end of the Contract period, as defined by the Coalition, reflecting the year-end status of all providers assessed.
- (d) The Contractor shall use the Branagh System for assessing and providing the required program reports.
- (e) The Contractor will provide monthly demonstration/confirmation of appropriate reliability levels in accordance with the requirement of the tool's original developer, as appropriate according to scheduled internal reviews by Contractor.
- (f) The Contractor to submit reports as scheduled below:

Report Title	Reporting Frequency	Report Due Date	Number of emailed Copies	Coalition Office address(es) to receive reports
FISCAL REPORTS				
Invoice	Monthly	By the 15 th of the month following the month of service	1	1750 17 TH Street, Unit K-Sarasota, FL 34234
PROGRAM REPORTS				
ERS Report	Monthly	By the 15 th of the month following the month of service	1	1750 17 TH Street, Unit K-I Sarasota, FL 34234
Annual Service Report	Annually	By the 45 th calendar day following the end of the contract period.	1	1750 17 TH Street, Unit K-I Sarasota, FL 34234

E. CONTRACTOR RESPONSIBILITIES

1. Contractor Unique Activities

- (a) The Contractor is solely responsible for the satisfactory performance of the tasks 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

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

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.

- (b) 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 including but not limited to, the authorities listed in 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.

2. Coordination with Other Entities

The Contractor agrees to be responsible and accountable to perform the services and tasks pursuant to the resultant Contract regardless of the failure of other providers or entities.

F. COALITION RESPONSIBILITIES

1. Coalition Obligations

The Coalition will evaluate overall compliance with the Contract requirements for the services described herein.

2. Coalition Determinations

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.

EARLY LEARNING COALITIONS OF FLORIDA'S HEARTLAND, INC., SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

III. Method of Payment

A. Payments

1. This is a fixed price (unit cost) contract. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a total dollar amount not to exceed **\$134,858.1** subject to the availability of funds.

The Contractor shall request payment on a monthly basis through submission of a properly completed invoice within 15 days following the end of the month for which payment is being requested. The Coalition agrees to pay for the service units at the unit price(s) and limits listed below in accordance with the terms of this Contract.

Service Units	Unit Price	Maximum # of Units	Maximum \$ cost
Environment Assessment	\$588.90	212	\$124,846.8
Training @ 2hrs per unit	\$588.90	17	\$10,011.3

2. **Invoice Requirements.**

Unit Cost:

Payments may be authorized only for service units on the invoice (**Exhibit A2**) which are in accord with the above list, the limits specified on the approved line item budget/disbursement information (**Exhibit B**) and other terms and conditions of this Contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this Contract.

3. **Supporting Documentation Requirements**

Service units:

The provider 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.

ATTACHMENT 3

DEFINITION OF TERMS

A. DEFINITION OF TERMS.

1. Contract Terms.

- a. **Agency for Children and Family (ACF)** – This is a federal agency funding state, territory, local and tribal organizations to provide family assistance, child care, Head Start, child welfare, and other programs relating to children and families.
- b. **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.)
- c. **Agency for Workforce Innovation. (AWI)** - Organization responsible for oversight and administration of SR and VPK funds.
- d. **Business day/working day** – Monday through Friday except on holidays.
- e. **Calendar day** - Every day on the calendar.
- f. **Child Care Executive Partnership CCEP** – A three (3) way partnership between employers, their employees and the State of Florida to assist those employees at or below two hundred percent (200%) of the poverty level with the cost of child care.
- g. **CCDF** – Child Care Development Fund.
- h. **CCPP** – Child Care Purchasing Pool.
- i. **CCR&R** – Child Care Resource and Referral.
- j. **Coalition** - An early learning coalition created under Section. 411.01, FS. more specifically the “Early Learning Coalition of Southwest Florida, Inc. (ELC-SWF) which is responsible for services in Collier, Hendry, Glades and Lee counties, the “Early Learning Coalition of Sarasota County, Inc.,” or the “Early Learning Coalition of Florida’s Heartland, Inc.”
- k. **Contract** – An agreement between the Coalition(s) and an individual or organization for the procurement of services.
- l. **Contractor** – Children’s Forum, Inc.
- m. **DCF** – Department of Children & Families.
- n. **Debarment** – Action that prevents companies and individuals from participating in government Contracts, subcontracts, loans, grants and other assistance program.
- o. **E.E.O** – Equal Employment Opportunity

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- p. **Fiscal Year** – An accounting period of twelve (12) months; July 1st through June 30th.
- q. **HIPAA** – Health Insurance Portability and Accountability Act.
- r. **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.
- s. **NACCRRRA** – National Association of Child Care Resource and Referral Network, an association of state and local child care resource and referral agencies.
- t. **Network** – The statewide child care resource and referral network created pursuant to Section 402.27, Florida Statutes.
- s. **Office of Early Learning (OEL)** – Office of Early Learning; responsible for the daily oversight and operations of SR funds; administratively housed in the Agency for Workforce Innovation.
- t. **OMB** – Office of Management and Budget.
- u. **Provider** - The individual or facility responsible for the provision of child care services for children.
- v. **R&R** – Resource and Referral.
- w. **Service Delivery Area** – The geographic area in which the contractor will provide services under this Contract.
- x. **SRS** – Statewide Reporting System; computer system used to store data regarding children served on a statewide basis; information is updated monthly and can be retrieved through a variety of reports by Coalitions and other authorized/interested parties.
- y. **VPN** – Virtual Private Network.

2. Program or Service Specific Terms.

- a. **Access** - Giving the parent the ability to enter the facility and permission to communicate with their child.
- b. **Ages and Stages Questionnaire (ASQ)** – The screening tool used to conduct screening of children’s developmental stages of children ages four (4) months – sixty (60) months.
- c. **At Risk** - Children at risk of abuse, neglect abandonment and/or exploitation.
- d. **Central Directory** – Florida Directory of Early Childhood Services, a network of resources and referrals for disability related and special health care services for families, service coordinators and other professionals.
- e. **CEU** – Continuing education units.
- f. **Child care** - The care, protection, and supervision of a child, for a period of less than twenty four (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.

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- g. **Child care certificate/voucher** - The child care authorization which assures the child care provider that they will be reimbursed for child care provided to the eligible child (ren).
- h. **CCDCAS** – Creative Curriculum Developmental continuum Assessment System.
- i. **Child care facility** - Includes any child care center or child care arrangement which provides child care for more than five (5) 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.
- j. **Child Screening** – Uses a screening tool (Ages & Stages questionnaire) to identify delays early with the understanding that the earlier services are provided, the more likely a child will succeed.
- k. **Child Assessment** - Uses on-going assessment tool (CCDCAS) to measure gains and identify opportunities for effective learning.
- l. **Co-payment** - The sum of money the parent or Provider, based on their ability, pays daily which is subtracted from the reimbursement rate, and paid directly to the Provider of child care.
- m. **Dual payment** - Paying two different Providers for the same child, on the same day, for the same period of time.
- n. **Eligible child care providers** - Any child care facility or family day care home, licensed or registered under Chapter 402.302-319, Florida Statutes; religiously exempt child care facility pursuant to Section 402.316, F.S., or public and non-public school program pursuant to Section 402.3025, Florida Statutes.
- o. **Economically Disadvantaged** - Any child whose family income is below one hundred and fifty percent (150%) of the federal poverty level.
- p. **EFS system** - Enhanced Field System which interfaces with the Child Care Management system (CCMS), the statewide computer program which captures the Early Learning clients and Providers.
- q. **Extended day** - More than eleven (11) hours of care per day.
- r. **Extended year** - Synonymous with full year and shall mean the period during which a Provider regularly provides services for two hundred and forty five (245) full days or more.
- s. **Family Unit** - Parent(s) living together, their minor children and any other children for whom they are legally responsible. A family unit shall also include any additional related adult who resides with the family, and who is financially supported by that family.
- t. **Foster Parent** - A single or married individual who possesses a license under the Florida Department of Children and Families pursuant to Chapter 409.175, F.S. and Rule 65C-13 of the Florida Administrative Code.
- u. **Full-day** - Availability of a minimum of ten (10) hours of School Readiness services per day, including day, night, weekend, and odd hour care.
- v. **Full-time** - At least six (6) hours or greater and up to and including eleven (11) hours of care in a twenty-four (24) hour period.

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- w. **Gold Seal Child Facility** - Any SR facility which provides care to children and is accredited by a recognized accrediting association, whose standards have been approved by the Department of Children and Families.
- x. **Income Eligible** - Children of working parents or parents participating in an approved educational program whose family incomes do not exceed one hundred and fifty percent (150%) of the federal poverty income guidelines upon entry into the program. This term is also referred to as “Low Income”.
- y. **Individualized Learning Plan (ILP)** - A plan that addresses each child’s individual developmental needs as determined by the developmental screening tools. (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).
- z. **Infant Toddler Environmental Rating Scale Tool (ITERS)** – The monitoring tool used to assess infant toddler programs receiving SR funds, both programmatically and/or environmentally.
- aa. **Informal provider** - A child care Provider selected by the child’s parent, who provides care to the child either in their own home, or the home of the child’s parent, and is neither licensed, registered nor approved by any agency to provide care.
- bb. **In loco parentis** – Acting as the temporary guardian of a child.
- cc. **Job training plus educational program** – Training or education designed to provide participants with skill and certification necessary for employment in an occupational area.
- bb. **Level I** – General developmental screening conducting by the Provider within thirty (30) days of date of birth using the age-appropriate Ages and Stages screening tool.
- cc. **Level II** – For children receiving a Level I score indicating a concern, this level has 2 components. The first component is a validation of the Level I score conducted by the Provider staff using the ASQ. The second component is an assessment of the verified score that determines the type of individual learning plan (ILP) to be developed.
- dd. **Level III** – A referral to the parent for in-depth evaluation and case planning based on the identification of a possible developmental delay or concern needing further assessment.
- ee. **Market Rate** - The price that a child care provider charges for daily, weekly, or monthly child care services.
- ff. **Migrant Farm worker** - A migrant agricultural worker or migrant fisher as defined in 34 CFR Section 200.40 (c) and (e) or an agricultural worker who is employed by more than one agricultural employer during the course of the year, and whose income varies according to weather conditions and market instability. (Cite Rule 60BB-4.100 (16) FAC).
- gg. **Non direct services** – Childcare services and early education services that are not direct classroom services to eligible children.

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- hh. **Non-Federal Eligible** – Those children not meeting all eligibility requirements due to the Coalition’s “exception” policy for those children who are not receiving care in a before or after school setting.
- ii. **OCA** – Other Cost Accumulator.
- jj. **Operational Costs** – One (1) month of operational activities.
- kk. **Parent** - A parent by blood, marriage or adoption, legal guardian or person standing in loco parentis.
- ll. **Parent Fee** - The parent’s co-payment for SR services as based on the Federal Poverty Level and taking into account family size and household income and family size.
- mm. **Prescreening** - A level I screen using the age-appropriate Ages and Stages tool conducted by either the parent or childcare Provider within thirty (30) days of initial enrollment into SR programs.
- nn. **Prevailing market rate** - The annually determined seventy fifth (75th) percentile of a reasonable frequency distribution of market rate in a predetermined geographic market at which licensed child care providers charge a person for child care services.
- oo. **Program Assessments** – Process used to determine the quality of the Early Childhood Environment (ECERS – Early Childhood Environmental Rating Scale and ITERS- Infant and Toddlers Environmental Rating Scale).
- pp. **Protective Services (PS)** – Responsible for investigating reports of suspected child abuse and neglect.
- qq. **Reimbursement Rate** - The daily rate approved by the Coalition for child care services for a child in the school readiness program. Specific reimbursement rates for individual children are based on, but not limited to, the status and duration of the child’s care, the amount of the parent co-payment, the status of the child care Provider, and the Provider’s rate schedule.
- rr. **School Readiness** - The School Readiness Act in Chapter 411.01. F.S.
- ss. **Single Point of Entry** - An integrated information system that allows a parent to apply for early learning services for his or her child. The parent may apply in person, by telephone, or through an internet website. The internet website uses a unified waiting list to track eligible children waiting for enrollment in the early learning programs.
- tt. **Sliding fee scale** - A system of determining the cost sharing by a family based on income and family size.
- uu. **Special needs child** - refers to the following:
 - 1. Age birth through two (0-2) years who have been determined eligible by Department of Health/Children’s Medical Services Early Intervention Program as infants and toddlers with disabilities, or
 - 2. Ages three (3) through seventeen (17) years who have a physical or mental disability as certified by State Board of Education Rules, Chapter 6A-6, or are eligible clients of the Department of Children and Families Developmental Disabilities Program (now Agency for Persons with Disabilities), or children

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diagnosed with mild to moderate emotional problems as certified by a licensed psychiatrist, psychologist or licensed mental health professional.

- ss. **Special Needs Rate** - The negotiated rate for a Provider caring for a special needs child. The negotiated rate may not exceed the “infant” rate set by the Coalition.
- tt. **Summer Day Camp** - Recreational, educational, and other enrichment programs offered only during the summer months when school is in recess.
- uu. **TAPP** – Teenage Parent Program
- vv. **Transitional Child Care Diversion (TCCD)** – In order to assist former welfare transition program participants and individuals who have been redirected through up-front diversion, transitional child care is available for up to two (2) years.
- ww. **Transitional Education (TED)** – Job related, but may include training to improve job skills in a participant’s existing area of employment or may include training to prepare a participant for employment in another occupation.
- xx. **Teen parent** - A person age thirteen (13) through nineteen (19) who is a teenage parent, or is pregnant, or who is the father of an unborn child, who is not involved in the Department of Education Drop Out Prevention Program; or is a Workforce Development teen parent, who is employed a minimum of twenty (20) hours per week. Income of the teenage parent cannot exceed one hundred and fifty percent (150%) of the federal poverty level to enter the program.
- yy. **Temporary cash assistance** - Cash assistance provided under the state program certified under Title IV-A of the Social Security Act, as amended. [Cite: Section. 414.0252, (12) F.S.]
- zz. **Transportation Services for At-Risk Children** – Provides funds for transportation to children and families to ensure that children at risk of abuse and neglect who are in need of transportation, receive transportation to and from the SR Providers.
- aaa. **Technical Assistance (TA)** –clarification provided to Providers regarding the implementation of SR programs to include but not be limited to, curriculum development and support, screening, health and safety, and other topics as identified; TA may be provided by phone, one-on-one sessions and/or in group trainings.
- bbb. **Training** – An event that is advertised through a flyer or newsletter to parents and/or providers that contain an agenda, evaluation form and sign in sheet.
- ccc. **Temporary Assistance to Needy Families (TANF)** – Program designed to assist unemployed individuals and families to receive job related training and assistance and obtain steady employment and achieve economic self sufficiency.
- ddd. **TCC (Transitional Child Care)** – families who have completed the initial phase of the Welfare to Work program and who are employed and in need of child care as part of their transition.
- eee. **T.E.A.C.H (Teacher Education and Compensation Helps)** – Scholarship program for Providers.
- fff. **Unified Waiting List** - The statewide computer program designed to track the eligible children waiting for enrollment in the school readiness program.

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ggg. **VPK (Voluntary Pre-kindergarten)** - created in "The Early Learning Act", HB 1A to provide every four (4) year old child the opportunity to receive free high quality pre-kindergarten services in the State of Florida.

hhh. **Working Family** - means:

1. A single parent family in which the parent with whom the child resides is employed or engaged in eligible education activities a minimum of twenty (20) hours per week.
2. A two parent family in which both parents with whom the child resides is each employed or engaged in eligible education activities a minimum of twenty (20) hours per week.
3. A two parent family in which one person with whom the child resides is employed or engaged in eligible education activities a minimum of twenty (20) hours per week.
4. A family in which the parents are exempt from work requirement due to age or disability as determined and documented by a physician licensed under Chapters 458 or 459, Florida Statutes (Cite: 60BB-4.100 (22) FAC).

iii. **Working Poor** - Families whose income does not exceed one hundred and fifty percent (150%) of the federal poverty level.

ATTACHMENT 4

ASSURANCES AND CERTIFICATIONS

The Coalition 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 the Agreement, the Grantee 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 C.F.R. part 98 and 45 C.F.R. part 74)**
- C. Certification Regarding Lobbying (29 C.F.R. part 93 and 45 C.F.R. part 93)**
- D. Drug-free Workplace Certification (29 C.F.R. part 98 and 45 C.F.R. part 82)**
- E. Certification Regarding Public Entity Crimes (section 287.133 Florida Statutes)**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (section 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000, section 106(g), as amended (22 U.S.C. 7104)**
- H. Pro-Children Act of 1994 (part C, P.L. 103-227)**
- I. Certification Regarding Immigration Status**
- J. Certification Regarding Standards of Conduct**
- K. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**

By signing the Agreement, the Grantee 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 Grantee's project or program. If you have questions, please contact the Agency.

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

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 cost) to ensure proper planning, management and completion of the Agreement.
2. 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.
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.

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4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 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 C.F.R. 900, Subpart F).
6. 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.
7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of 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.
8. 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.
9. 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 subagreements.
10. 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.

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11. 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).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. 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."
18. 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 Grantee, through the duly appointed undersigned representative, 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 any Federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also

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available passing through the Florida Department of Management Services website at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

2. Have not, within a three-year period preceding the Agreement, 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 B.2. of this certification; and/or
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 Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach an explanation to the Agreement.

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

The undersigned, as a duly authorized representative of the Grantee, 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 Grantee, 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 Grantee shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The Grantee 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 subrecipients 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

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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 C.F.R. 98, Subpart F., the Grantee, through the duly appointed undersigned representative, attests and certifies that the Grantee 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 Grantee'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 Agreement 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 Agreement, 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. 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 Grant(s).
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.

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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:

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.

The Grantee will inform the Agency of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133 FLORIDA STATUTES

The Grantee hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list, suspended vendor list, or discriminatory vendor list all of which are located at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

The Grantee understands and agrees that it is required to inform the Agency immediately upon any change of circumstances regarding this status.

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Grantee shall comply with section 507, P.L. 103-333. To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Grantee shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 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 (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award.

H. PRO-CHILDREN ACT OF 1994

In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, the Grantee shall comply with P.L. 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities

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funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

I. CERTIFICATION REGARDING IMMIGRATION STATUS

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

J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The Grantee certifies that it shall comply with the provisions of the Health and Human Services Grants Policy Statement and **45 C.F.R. 92.36(b)(3)** regarding standards of conduct by establishing 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.

K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

In accordance with Public Law 111-117, no federal funds made available under the Early Learning Grant Agreement may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in H.R. 3571, the Defund ACORN Act.

By signing below, the Grantee, through the duly appointed undersigned representative, certifies and assures that it will fully comply with the applicable assurances outlined in parts A through M, above.

By:
Authorized Contractor Representative

Date

By Electronic Signature

Print Name/Title

EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

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.

- | | |
|---|--|
| <input type="checkbox"/> Compliance and Reporting for Internal Controls | <input type="checkbox"/> Oversight and Monitoring Resolution Process (for internal operations and subrecipients) |
| <input checked="" type="checkbox"/> Procurement and Contracting | <input type="checkbox"/> Prior Approval Procedures |
| <input checked="" type="checkbox"/> Cost Allocation | <input checked="" type="checkbox"/> Sarbanes Oxley Act (2002) |
| <input type="checkbox"/> Financial Management Systems | <input checked="" type="checkbox"/> Records Management |
| <input 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 Contractor Representative

Date

By Electronic Signature

Print Name/Title

EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

EXHIBIT B

Line Item Budget								# of units	# of units
FY10-11									
ELCs of Sarasota County and Southwest Florida								750	16
Provider Quality Assurance Services & Assessor Reliability Checks								98%	2%
	FTE	Annual Salary	FY10-11 Project Salary	FY10-11 Project Benefits	FY10-11 Total Cost	Program Costs	Admin Costs	Provider Quality Assurance Services	Assess or Reliability Checks
Salaries and Fringe - Program Staff									
Esposito	Beverly	VP, Prof. Development							
Conley	Debbie	Director, Quality Initiatives							
Zirilli	Barbara	EC Specialist							
Aguilera, Campbell		EC Specialists							
Kirchhoff	Bill	VP, MIS							
Subtotal Salaries - Direct Program Staff									
Salaries and Fringe - Other Direct Program Support									
Other program staff (various)		Salary pool							
Salaries and Fringe - Admin									
Kalifeh	Phyllis	President/CEO							
Cloud	Kerri	CFO							
Nunez	Kate	Contracts Administrator							
Showers	Rondha	Fiscal Specialist							
TBA		Contracts/Fiscal Specialist							
Nelloms	Tamela	HR Coord.			32,843.00				

EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

Subtotal - Salaries and Fringe Benefits

Fringe Benefits

Travel

Local:

EC Specialists (3.0) assessment travel 625 miles/month x \$0.445/mile x 12 months

Out of area:

Trips by program director to Ft. Myers/Sarasota for coalition mtgs/staff sprvsn/assessments

20 trips @ 450 miles x \$0.445/mile

45 overnight stays with meals @ \$150 meals and lodging

1 trip TLH/Brevard for program coordination @ \$500 each, inclusive of travel, meals & lodging

2 trips TLH/Ft. Myers for program coordination @ \$600 each, inclusive of travel, meals & lodging

Staff Professional development:

QI Director to NAEYC Conference (4 days) \$375 transportation; \$500 registration; \$600 lodging (\$150 x 4); \$125 meals. Trip cost shared 50/50 with another grant. Staff training with ERS authors (1 week onsite) Cost shared 30/70 with another grant.

QI Director to UNC/Chapel Hill for 8 day (2 week) ITERS training - 2 trips per person to NC Per person for 2 trips: \$850 transportation; \$2000/day registration/fees; \$1200 lodging (\$150 x 8); \$300 meals. Trip cost shared 50/50 with another grant.

Subtotal

Tangible Property

Branagh ERS Data System (Enterprise Level)

Consultant contracts for 338 assessments at 400.00

Consultant contract for Heartland reliability checks 16 days

Subtotal

Consumable Supplies

EXHIBIT C

Early Learning Coalition of Sarasota County
Quality Improvement System (QIS)

Center-Based Programs
VALIDATION CHECKLIST and POINT DETERMINATION

Program Name: _____ Date: _____

LEARNING ENVIRONMENT (includes ITERS/ECERS, Ratios/Group /Size and Curriculum/Child Assessment)																																			
ERS	ITERS/ECERS - 15 points possible						<input type="checkbox"/> Meets criteria to be a 3 star site (ERS average score of 4 or more)	15 points possible, pre-set																											
	ITERS score(s) = _____ / _____ / _____ / _____ Total Classrooms assessed _____ ECERS score(s) = _____ / _____ / _____ / _____ Average total score = _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">ECERS/ITERS average score 3.0-3.49</td> <td style="text-align: center;">ECERS/ITERS average score 3.5-3.99</td> <td style="text-align: center;">ECERS/ITERS average score 4.0-4.49</td> <td style="text-align: center;">ECERS/ITERS average score 4.5-5.49</td> <td style="text-align: center;">ECERS/ITERS average score 5.5-7</td> </tr> </table> <input type="checkbox"/> 3 pts. <input type="checkbox"/> 6 pts. <input type="checkbox"/> 9 pts. <input type="checkbox"/> 12 pts. <input type="checkbox"/> 15 pts.								ECERS/ITERS average score 3.0-3.49	ECERS/ITERS average score 3.5-3.99	ECERS/ITERS average score 4.0-4.49	ECERS/ITERS average score 4.5-5.49	ECERS/ITERS average score 5.5-7																						
ECERS/ITERS average score 3.0-3.49	ECERS/ITERS average score 3.5-3.99	ECERS/ITERS average score 4.0-4.49	ECERS/ITERS average score 4.5-5.49	ECERS/ITERS average score 5.5-7																															
						ERS	Score _____																												
RATIOS	Teacher-Child Ratios / Group Size- 5 points possible, pre-set							5 points possible, pre-set																											
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Meets Sarasota licensure</td> <td style="text-align: center;">Ratio & Group Size</td> <td style="text-align: center;">Ratio & Group Size</td> <td style="text-align: center;">Ratio & Group Size</td> <td style="text-align: center;">Ratio & Group Size</td> </tr> <tr> <td style="text-align: center;">Infants 1:4 (8)</td> <td style="text-align: center;">Infants 1:4 (8)</td> <td style="text-align: center;">Infants 1:4 (8)</td> <td style="text-align: center;">Infants 1:4 (8)</td> <td style="text-align: center;">Infants 1:4 (8)</td> </tr> <tr> <td style="text-align: center;">1's 1:6 (12)</td> <td style="text-align: center;">1's 1:6 (12)</td> <td style="text-align: center;">1's 1:6 (12)</td> <td style="text-align: center;">1's 1:5 10</td> <td style="text-align: center;">1's 1:5 10</td> </tr> <tr> <td style="text-align: center;">2s - 1:9; (18)</td> <td style="text-align: center;">2s - 1:9; (18)</td> <td style="text-align: center;">2s - 1:8; (16)</td> <td style="text-align: center;">2s - 1:7; 14</td> <td style="text-align: center;">2s - 1:6; 12</td> </tr> <tr> <td style="text-align: center;">3s - 1:13; (26)</td> <td style="text-align: center;">3s - 1:13; (26)</td> <td style="text-align: center;">3s - 1:12; (24)</td> <td style="text-align: center;">3s - 1:10; 20</td> <td style="text-align: center;">3s - 1:9; 18</td> </tr> <tr> <td style="text-align: center;">4/5s - 1:18 (36)</td> <td style="text-align: center;">4/5s - 1:16; (32)</td> <td style="text-align: center;">4/5s - 1:13; (26)</td> <td style="text-align: center;">4/5s - 1:10; 20</td> <td style="text-align: center;">4/5s - 1:10; 20</td> </tr> </table> <input type="checkbox"/> 1 pt <input type="checkbox"/> 2 pts <input type="checkbox"/> 3 pts. <input type="checkbox"/> 4 pts. <input type="checkbox"/> 5 pts.	Meets Sarasota licensure	Ratio & Group Size	Ratio & Group Size	Ratio & Group Size	Ratio & Group Size			Infants 1:4 (8)	Infants 1:4 (8)	Infants 1:4 (8)	Infants 1:4 (8)	Infants 1:4 (8)	1's 1:6 (12)	1's 1:6 (12)	1's 1:6 (12)	1's 1:5 10	1's 1:5 10	2s - 1:9; (18)	2s - 1:9; (18)	2s - 1:8; (16)	2s - 1:7; 14	2s - 1:6; 12	3s - 1:13; (26)	3s - 1:13; (26)	3s - 1:12; (24)	3s - 1:10; 20	3s - 1:9; 18	4/5s - 1:18 (36)	4/5s - 1:16; (32)	4/5s - 1:13; (26)	4/5s - 1:10; 20	4/5s - 1:10; 20		
Meets Sarasota licensure	Ratio & Group Size	Ratio & Group Size	Ratio & Group Size	Ratio & Group Size																															
Infants 1:4 (8)	Infants 1:4 (8)	Infants 1:4 (8)	Infants 1:4 (8)	Infants 1:4 (8)																															
1's 1:6 (12)	1's 1:6 (12)	1's 1:6 (12)	1's 1:5 10	1's 1:5 10																															
2s - 1:9; (18)	2s - 1:9; (18)	2s - 1:8; (16)	2s - 1:7; 14	2s - 1:6; 12																															
3s - 1:13; (26)	3s - 1:13; (26)	3s - 1:12; (24)	3s - 1:10; 20	3s - 1:9; 18																															
4/5s - 1:18 (36)	4/5s - 1:16; (32)	4/5s - 1:13; (26)	4/5s - 1:10; 20	4/5s - 1:10; 20																															
						Ratios / Group Size	Score _____																												
CURRICULUM	Curriculum / Assessment - 5 points possible						<input type="checkbox"/> *Meets subscale criteria for 4 Stars <input type="checkbox"/> **Meets subscale criteria for 5 Stars	5 points possible, check all criteria met																											
	<p>Note: * For 4 Stars subscale average(s) below must equal <u>4.5</u> ** For 5 Stars subscale average(s) below must equal <u>5</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> ITERS(s) Listening & Talking = _____ / _____ / _____ + Learning Activities = _____ / _____ / _____ + Program Structure = _____ / _____ / _____ + Total = _____ / _____ / _____ Average = _____ / _____ / _____ </td> <td style="width: 50%; vertical-align: top;"> ECERS(s) Language & Reasoning = _____ / _____ / _____ / _____ + Activities = _____ / _____ / _____ / _____ + Program Structure = _____ / _____ / _____ / _____ + Total = _____ / _____ / _____ / _____ Average = _____ / _____ / _____ / _____ </td> </tr> </table> ITERS subscale average = _____ ECERS subscale average = _____								ITERS(s) Listening & Talking = _____ / _____ / _____ + Learning Activities = _____ / _____ / _____ + Program Structure = _____ / _____ / _____ + Total = _____ / _____ / _____ Average = _____ / _____ / _____	ECERS(s) Language & Reasoning = _____ / _____ / _____ / _____ + Activities = _____ / _____ / _____ / _____ + Program Structure = _____ / _____ / _____ / _____ + Total = _____ / _____ / _____ / _____ Average = _____ / _____ / _____ / _____																									
ITERS(s) Listening & Talking = _____ / _____ / _____ + Learning Activities = _____ / _____ / _____ + Program Structure = _____ / _____ / _____ + Total = _____ / _____ / _____ Average = _____ / _____ / _____	ECERS(s) Language & Reasoning = _____ / _____ / _____ / _____ + Activities = _____ / _____ / _____ / _____ + Program Structure = _____ / _____ / _____ / _____ + Total = _____ / _____ / _____ / _____ Average = _____ / _____ / _____ / _____																																		
CU 1	<input type="checkbox"/> Has adopted a developmentally appropriate curriculum. o Evidence may include copy of curriculum, posted daily schedule, use of materials, arrangement of the environment, lesson plans, and adult-child interactions.						List curriculum used: _____	<input type="checkbox"/> 1 pt.																											
CU 2	<input type="checkbox"/> Lead teachers have received at least 6 hours of training on implementing developmentally appropriate curriculum practices, including supporting character (social/emotional) development and addressing the Florida Performance Standards.							<input type="checkbox"/> 1 pt.																											

EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

	<ul style="list-style-type: none"> ○ Evidence may be in the form of certificates or agendas from workshops (see verification checklist). 		
CU 3	<ul style="list-style-type: none"> <input type="checkbox"/> All instructional staff, including lead teachers, employed 6 months or more, have received at least 3 hours of training as described above. <input type="checkbox"/> Lesson plans express the relationship between the curriculum and the Florida Performance Standards 		<ul style="list-style-type: none"> <input type="checkbox"/> .50 pt. <input type="checkbox"/> .50 pt.
CU 3	<ul style="list-style-type: none"> ○ Evidence in the form of recently completed lesson plan from <u>each</u> classroom/group showing: <ul style="list-style-type: none"> — Developmentally appropriate activities addressing curriculum areas and Florida Performance Standards domains and including character (social/emotional) component — Materials needed to carry out the activities — Set-up or arrangement of environment — Planned adult-child interactions 		
CU 4	<ul style="list-style-type: none"> <input type="checkbox"/> Developmentally appropriate curriculum fully implemented ○ Evidence in the form of DAP lesson plans and observation of plans being implemented in the classroom; appropriate room arrangement with learning centers, quiet areas; appropriate teacher/child interaction <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> On-going child observation and assessment data used to inform program practices. Verified by ITERS/ECERS subscale scores (see *note above) ○ Evidence in the form of the following documentation for <u>one child*</u> (randomly selected) in each classroom/group: <ul style="list-style-type: none"> — A completed curriculum-based child assessment — Portfolio or anecdotal records — A lesson plan showing small group or individual instruction that would indicate that the child's assessment data is being used in planning OR an Individual Education Plan (IEP) <p><i>*Child's name can be removed from documents to protect identity.</i></p>		<ul style="list-style-type: none"> <input type="checkbox"/> 1 pt. <p>Both must be in place – 4 Stars must be verified by ERS subscale scores (see *note above)</p>
CU 5	<ul style="list-style-type: none"> <input type="checkbox"/> Adapts developmentally appropriate curriculum to meet individual needs. Uses child assessment as a guide to individualize program planning and communicate with families *Verified by ITERS/ECERS subscale scores (see* note above) ○ Evidence as above and including documentation from notes or lesson plans that child assessment is used to meet individual child needs. Evidence that child assessment data communicated to families documented by signed parent/teacher conference forms or other documentation of meetings with parents to share information. <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> On-going child observation and assessment data used to inform program practices ○ Evidence as above in 4 		<ul style="list-style-type: none"> <input type="checkbox"/> 1 pt. <p>Both must be in place – 5 Stars must be verified by ERS subscale scores (see *note above)</p>
		Curriculum	Score
STAFF QUALIFICATIONS AND PROFESSIONAL DEVELOPMENT			
S T A F F Q U A L I F I C A T I O N S	Staff Qualifications - 10 points possible		
	<p>Director is required to complete <u>Staff Credential Verification Form / Professional Qualifications Sheet</u> indicating the qualifications and educational level of the director and all instructional staff. (use chart to determine points)</p> <ul style="list-style-type: none"> ○ Assessor to review the director's file for the following <ul style="list-style-type: none"> — Copy of Director's Florida Director Credential and DCF Childcare Training Transcript — Resume or other documentation of years of experience (letters from former or current employer, prior licensing certificates with director's name, resume, notarized statement, etc.) — College transcripts, <i>if applicable</i> <p>AND</p> <ul style="list-style-type: none"> ○ 1 randomly selected instructional staff file <ul style="list-style-type: none"> — Copy of high school diploma or GED, <i>if applicable</i> — Copy of teacher's Childcare Training Transcript — Copy of DCF Staff Credential (or higher) certificate, <i>if applicable</i> — College transcripts, <i>if applicable</i> 		<p>10 points possible, check all criteria met</p>

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SQ 1	<p>Same as FL Licensing: All staff have completed 40-hour DCF training and 5-hour Early Literacy (in allowed timeframe)</p> <p>AND</p> <p><input type="checkbox"/> 1 staff per 20 enrolled children have DCF Staff Credential or higher*</p> <p>AND</p> <p><input type="checkbox"/> Director holds FL Director Credential</p>		<p><input type="checkbox"/> .50 pt.</p> <p><i>All must be in place</i></p>
SQ 2	<p><input type="checkbox"/> Lead teachers: All have HS diploma-GED, and 50% have DCF Staff Credential or higher</p> <p>-----</p>		<input type="checkbox"/> 1pt.
SQ 2	<p><input type="checkbox"/> Assistant teachers: 25% have or are currently enrolled in DCF Staff Credential or higher* *or NA if no assistant teachers</p> <p><input type="checkbox"/> Director holds FL Director Credential (required to gain points in tier 2)</p>		<input type="checkbox"/> 1pt.
SQ 3	<p><input type="checkbox"/> Lead teachers: All have Credential or higher</p> <p>-----</p>		<input type="checkbox"/> 1pt.
SQ 3	<p><input type="checkbox"/> Assistant teachers: 50% have or are currently enrolled in DCF Staff Credential or higher *or NA if no assistant teachers</p> <p><input type="checkbox"/> Director holds FL Director Credential (required to gain points in tier 3)</p>		<input type="checkbox"/> 1pt.
SQ 4	<p><input type="checkbox"/> Lead teachers: 25% have AS in ECE or AA or higher, or 60 credits with 18 credits in ECE</p> <p>-----</p>		<input type="checkbox"/> 1pt.
SQ 4	<p><input type="checkbox"/> Assistant teachers: 75% have HS diploma-GED, and 25% have DCF Staff Credential or higher in ECE *or NA if no assistant teachers</p> <p>-----</p>		<input type="checkbox"/> 1pt.
SQ 4	<p><input type="checkbox"/> Director: Advanced level credential</p>		<input type="checkbox"/> .50 pt.
SQ 5	<p><input type="checkbox"/> Lead teachers: 50% have AS or AA or higher in ECE, or 60 credits with 18 credits in ECE</p> <p>-----</p>		<input type="checkbox"/> 1pt.
SQ 5	<p><input type="checkbox"/> Assistant teachers: All have HS diploma-GED, and 50% have DCF Staff Credential or higher in ECE *or NA if no assistant teachers</p> <p>-----</p>		<input type="checkbox"/> 1pt.
SQ 5	<p><input type="checkbox"/> Director: Advanced level credential plus associate degree or higher in ECE or 60 credits with 18 credits in ECE</p>		<input type="checkbox"/> 1pt.
		Staff Qualifications	Score_____
P R O F E S S I O N A L D E V.	Professional Development - 5 points possible		
	<p>Director is required to complete form indicating the number of in-service hours that have been completed for all staff, and certify that evidence of annual in-service hours completed by <u>all</u> instructional staff and the director are on file at the site. The assessors will look at 2 randomly selected teacher's files.</p> <ul style="list-style-type: none"> o Evidence may be in the form of: <ul style="list-style-type: none"> — A copy of each staff member's completed in-service training record — Transcripts of college-level courses on the Early Childhood Education track including coursework for the Director Credential and DCF Staff credential or equivalent <p>Director is required to complete form indicating the examples of professional contributions from <u>each</u> member of the instructional staff including director (use chart to determine points)</p> <p>Director is asked to provide one completed staff professional development plan, if available.</p> <ul style="list-style-type: none"> o Evidence in the form of comprehensive staff training plan which may be included in the staff members annual performance review. 		<p>5 points possible, check all criteria met</p>
PD 1	<p><input type="checkbox"/> All staff complete DCF's required 10 hours annual in-service training</p>		<input type="checkbox"/> .50 pt.

EARLY LEARNING COALITIONS OF SARASOTA COUNTY AND SOUTHWEST FLORIDA, INC

PD 2	<input type="checkbox"/> 50% of all teaching staff complete 15 hours annual in-service training		<input type="checkbox"/> 1 pt.
PD 3	<input type="checkbox"/> 50% of all teaching staff complete 20 hours annual in-service training AND <input type="checkbox"/> Director and 25% of all teaching staff have one professional involvement activity		<input type="checkbox"/> 1 pt. Both must be in place
PD 4	<input type="checkbox"/> 50% of all teaching staff complete 25 hours annual in-service training AND <input type="checkbox"/> Director and 50% of all teaching staff have two professional involvement activities		<input type="checkbox"/> 1 pt. Both must be in place
PD 5	<input type="checkbox"/> 50% of all teaching staff complete 30 hours annual in-service training tied to the professional development plan training		<input type="checkbox"/> 1 pt.
PD 5	<input type="checkbox"/> Director and 75% of all teaching staff have three professional involvement activities		<input type="checkbox"/> .50 pt.

Professional Development
Score _____

FAMILY INVOLVEMENT AND ENGAGEMENT

F A M I L Y	Family Involvement and Engagement - 5 points possible, tiers build upon each other, <u>all elements must be in place to receive points for next level</u>		
	Providers are expected to foster a supportive and collaborative relationship with parents and to work with them as partners in order to provide the best early care and learning experiences for children.		5 points possible, <u>all criteria in each tier must be met</u> to move to next tier
FI 1	<input type="checkbox"/> Family Handbook is written and includes parental rights and responsibilities. Signed acknowledgement of receipt of handbook by parent. <input type="checkbox"/> Evidence in the form of current Family Handbook which includes parental rights and responsibilities and signed acknowledgement of receipt by parents.		<input type="checkbox"/> 1 pt.
FI 2	<input type="checkbox"/> Developmental screening and referral process with informed parental consent; results shared with families and referrals made when appropriate <input type="checkbox"/> Evidence that developmental screening and referral process is in place <u>with</u> informed parental consent <u>and</u> results are shared with families <u>and</u> referrals made when appropriate. Evidence may be in the form of: _ Signed consent forms _ Notes from meetings _ Screenings on file _ Written procedures for sharing assessment results with parents AND <input type="checkbox"/> Minimum of <u>three modes of communication</u> are used to share child and program information with families <input type="checkbox"/> Evidence may be in the form of parent newsletters; parent information bulletin board; family meeting schedule, agendas and/or sign-in sheets; email announcements to parents; phone call logs or notes; program website		<input type="checkbox"/> 2 pts. Both must be in place
FI 3	<input type="checkbox"/> At least <u>two family activities</u> per year provided, <u>one of which is a scheduled family-teacher conference</u> <input type="checkbox"/> Evidence by at least <u>2 examples</u> that families are encouraged to volunteer and participate in program activities and/or family activities. <input type="checkbox"/> Evidence may be in the form of flyers, notes home, scheduled events (meetings, trainings, potlucks) for families, or other documents encouraging families to volunteer or participate in classroom or center activities.		<input type="checkbox"/> 3 pts.

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	<ul style="list-style-type: none"> ○ Evidence of <u>one family-teacher conference</u>: <ul style="list-style-type: none"> — Copy of one family-teacher conference completed for one child within the last year <i>May also include:</i> <ul style="list-style-type: none"> — Written procedures for conducting parent conferences — Forms used in parent conferences — Child development milestones sent home <p><i>Names can be removed from parent-teacher documents to protect identity.</i></p>		
FI 4	<ul style="list-style-type: none"> <input type="checkbox"/> Families invited to scheduled family-teacher conferences <u>two times a year</u> ○ Evidence in the form of: <ul style="list-style-type: none"> — Copy of <u>two</u> parent/teacher conferences completed for <u>one child</u> within the last year <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Activities provided for children and families to assist with transitions to new settings within the child care program and/or to kindergarten ○ Evidence may be in the form of: <ul style="list-style-type: none"> — Written procedures and policies on moving children from one classroom to another — Documented efforts to involve parents in the transition (parents invited to spend time with their children during the transition) — Trips to a kindergarten classroom — Completion of the Kindergarten Transition Checklist 		<input type="checkbox"/> 4 pts. Both must be in place
FI 5	<ul style="list-style-type: none"> <input type="checkbox"/> Families invited to scheduled family-teacher conferences <u>two times a year</u> and conference are documented with copy to parents ○ Evidence as above for <u>two family-teacher conferences a year</u> and evidence that parent given a copy of the conference in the form of signed receipts or signed copies of conference forms in child's file. <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Families have the opportunity to evaluate the provider in writing at least annually ○ Evidence in the form of the program evaluation form sent to parents and samples of returned evaluations <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Activity suggestions are developed with staff and families ○ Evidence may be in the form of Board minutes, parent committees, suggestion box 		<input type="checkbox"/> 5 pts. All must be in place
***	<ul style="list-style-type: none"> <input type="checkbox"/> Give <u>one example</u> of efforts to communicate with parents in their primary language ○ Evidence may be in the form of a list of interpreters used <u>or</u> parent information written in a language other than English 		
		Family Involvement	Score _____
ADMINISTRATIVE AND BUSINESS PRACTICES			
A D M I N	Administrative and Business Practices - 5 points possible		
			5 points possible, check all criteria met
AD 1	<ul style="list-style-type: none"> <input type="checkbox"/> Risk management plan in place ○ Evidence in the form of: <ul style="list-style-type: none"> — Written action plan for emergencies such as tornadoes, hurricanes, fire, flood, including evacuation routes identified — Fire drills regularly scheduled and documented 		<input type="checkbox"/> .50 pts.
AD 2	<ul style="list-style-type: none"> <input type="checkbox"/> Personnel policy handbook in place ○ Evidence of personnel policy handbook <u>with</u> the following information: <ul style="list-style-type: none"> — Organizational chart — Job descriptions/performance requirements — State and program requirements — Process for staff orientation 		<input type="checkbox"/> 1 pt.
AD	<ul style="list-style-type: none"> <input type="checkbox"/> Staff meetings are held at least quarterly 		<input type="checkbox"/> 1.5 pts.

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3	<ul style="list-style-type: none"> <input type="radio"/> Evidence in form of agendas, sign-in sheets, regularly posted schedule <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Written performance evaluations are completed annually and include classroom observation <input type="radio"/> Evidence in the form of: <ul style="list-style-type: none"> — Teacher assessment/evaluation forms(s) — Teacher observation form(s) — Teacher self-evaluation form(s) 		<i>Both must be in place</i>
AD 4	<ul style="list-style-type: none"> <input type="checkbox"/> Written operating policies and procedures include standard business and fiscal management practices <input type="radio"/> Evidence in the form of policies and procedures document review, including standard business and fiscal management practices <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Marketing plan in place to maximize full enrollment <input type="radio"/> Evidence in the form of written marketing plan 		<input type="checkbox"/> 1 pt. <i>Both must be in place</i>
AD 5	<ul style="list-style-type: none"> <input type="checkbox"/> Salary scale is in place and is differentiated by education, experience <input type="radio"/> Evidence in the form of review of written policy and salary scale <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Financial record-keeping system provides quarterly reports and analysis and one year projected budget <input type="radio"/> Evidence in the form of review of financial record keeping, quarterly reports and projected yearly budgets and YTD analysis <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> Written performance evaluations are completed annually, including classroom observation and professional development plans <input type="radio"/> Evidence in the form of 2 randomly selected staff files: <ul style="list-style-type: none"> —Teacher assessment/evaluation form(s) —Teacher observation form(s) —Teacher self-evaluation form(s) —Professional development plans 		<input type="checkbox"/> 1 pt. <i>All must be in place</i>

Administration Score _____

POTENTIAL BONUS POINTS

B O N U S	Bonus Points - 3 points possible		
			3 points possible, check all criteria met
BP 1	<ul style="list-style-type: none"> <input type="checkbox"/> 25% percent of staff with BA or higher <input type="radio"/> Evidence from the Staff Qualification Chart 		<input type="checkbox"/> 1 pt.
BP 2	<ul style="list-style-type: none"> <input type="checkbox"/> Release time given to teachers for professional development, education <input type="radio"/> Evidence by documented release time policy or stated in personnel handbook 		<input type="checkbox"/> .5 pt.
BP 3	<ul style="list-style-type: none"> <input type="checkbox"/> Financial support provided to teachers pursuing early childhood education opportunities. <input type="radio"/> Evidence may be in the form of receipt for payment of course tuition, books and supplies, TEACH participation, policy stated in personnel handbook 		<input type="checkbox"/> .5 pt.
BP 4	<ul style="list-style-type: none"> <input type="checkbox"/> Commitment to children with challenging behavior that must clearly go above and beyond expectations <input type="radio"/> Evidence in the form of: <ul style="list-style-type: none"> — Using the DECA approach and assessment tool — Contacting the Warm Line and documentation that suggested strategies have been 		<input type="checkbox"/> 1 pt.

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	implemented and verification by the Florida Center that Warm Line services have been utilized – Working with parents to support their children's needs – Facilitating appropriate referrals – Additional targeted teacher training – Taking all available measures to work with challenging children, rarely or never asking a child to leave		
		Bonus Point	Score _____
		TOTAL POINTS	_____
		STAR RATING	_____

Notes: To be a 3 Star site must have ERS average score of 4 or more.

To be a 4 or 5 Star site must meet curriculum subscale criteria.

To be a 5 Star site all elements of prior tiers must be achieved.

- 12 or fewer points = 1 Star**
- 13 – 24 points = 2 Stars**
- 25 – 34 points = 3 Stars**
- 35 – 44 points = 4 Stars**
- 45 – 50 points = 5 Stars**

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