

**EARLY LEARNING COALITION OF SOUTHWEST FLORIDA
CENTRAL AGENCY CONTRACT
VOLUNTARY PREKINDERGARTEN SERVICES
FISCAL YEAR 2010-2011**

PURPOSE

The Early Learning Coalition of Southwest Florida, Inc. hereinafter referred to as the "Coalition", and Redlands Christian Migrant Association, Inc (RCMA) hereinafter referred to as the "Contractor", enter into this mutual "Contract", including all attachments and exhibits referenced to herein, for the period commencing July 1, 2010 and extending through June 30, 2011.

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 – Voluntary Prekindergarten (VPK) Program
- Attachment 2 – Definition of Terms
- Attachment 3 – Audit Requirements
- Attachment 4 – Assurances and Certifications and

Exhibits A, all approved and as amended 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 Coalition.

B. GOVERNING LAWS

1. State and Federal Requirements

The Contractor shall ensure that the funds provided by this Contract are expended for School Readiness (SR) and Voluntary Prekindergarten (VPK) programs and services as established in the Coalition's Plan and applicable state and federal law, and as amended, including but not limited to:

- (a) Chapter 1002.55-79, Florida Statutes, VPK
- (b) Section 215.97 Florida Statutes, State Single Audit Act
- (c) OMB Circulars A-87, A-110, A-122 and A-133, as applicable
- (d) American Recovery and Reinvestment Act 2009
- (e) 45 CFR parts 74, 92, 98 and 99
- (f) Temporary Assistance for Needy Families, 42 USC § 601 et seq.
- (g) Computer Related Crimes Act, Chapter 815, Florida Statutes
- (h) Section 119.021, F.S, Custodial requirements; maintenance, preservation, and retention of public records
- (i) AWI Grant Award for each program year, Terms and Conditions as provided by the Agency for Workforce Innovation (Office of Early Learning), their designee, or other State entity in Florida as established in legislative authority
- (p) Florida Administrative Code Chapter 60BB-8

C. OTHER CONTRACTUAL REQUIREMENTS

1. General Assurances

- (a)** 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.
- (b)** The Contractor acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a Contract to provide goods or services to the Contractor and may not transact business with the Contractor.
- (c)** The Contractor acknowledges receipt of a copy of the Grant Award and Assurances Statement executed by the Coalition and Agency for Workforce Innovation (AWI), Office of Early Learning (OEL), the terms of the Grant Award and these Assurances are incorporated herein and the Contractor agrees to be bound by the same.
- (d)** The Contractor agrees to have a budget approved by the Coalition, which will govern the expenditure of the funds allocated to the Contractor pursuant to this Contract. This approved budget may not be modified or changed without the express approval of the Coalition Board or its designated representative. The Contractor can modify the budget between other cost accumulator (OCA) and between counties within 10% of the total allocation for the affected OCA except as provided herein. Prior approval must be requested above ten percent (10%) of the total allocation for the affected OCA.
- (e)** The Contractor will utilize the Coalition approved Provider Agreement for VPK services. The Provider Agreement will be distributed, collected and retained by the Contractor. The Provider Agreement will include information stating where the Provider may obtain access to State and Federal rules and regulations.

2. DATA AND REPORTING SYSTEMS AND INFORMATION SYSTEMS SECURITY

Pursuant to section 411.01(5)(c)1.e., Florida Statutes, the Contractor shall use the most current release of AWI's Single Statewide Information System within sixty (60) days of the release of any system changes, including a single point of entry and unified waiting list, to record, maintain, and report on Early Learning programs and services. The Contractor is responsible for ensuring the security and confidentiality of all data systems used to manage early learning program data, including proprietary and commercial off the shelf (COTS) software and any other software or tool used for this purpose. The Contractor shall:

- (a)** Ensure, on a monthly basis, that all legally operating early learning and school-age child care providers in the Coalition's service area are included in AWI'S Single Statewide Information System. Legally operating providers include, but are not limited to, all licensed and license exempt centers; faith based providers; licensed, registered, and large family child care homes; school-age care providers; SR providers; VPK providers; Head Start providers; Early Head Start providers; nanny/au-pair agencies; and summer camp providers. Compliance with this requirement shall be verified by first comparing data input into the Agency's Single

Statewide Information System to the data in the State or local licensing database and, in the case of discrepancies between the databases, by looking at notes made by the Contractor in the Single Statewide Information System or a survey submitted by a provider regarding reasons for the discrepancy. If the Contractor can provide justification for the discrepancy, the discrepancy shall not be considered to be a finding.

- (b)** Ensure that Contractor's financial records for child care provider payments are reconciled in the Single Statewide Information System on a monthly basis; and the Contractor shall ensure that reconciliations are no more than sixty (60) days in arrears from the close of each monthly reporting period.
- (c)** Comply with all AWI standard codes and definitions for all programs contained in the most current version of the AWI's Child Care Management System (CCMS) Standard Codes documents available at <http://www.floridajobs.org>.
- (d)** Comply with AWI's Records Confidentiality Policy Number 1.02, and any future changes that may occur.
- (e)** Comply with data correction requests or data cleansing activities as communicated by AWI.
- (f)** Comply with any data analysis, definition, and standardization activities required by AWI.
- (g)** Ensure that AWI has permanent access to any server used by the Contractor to host the Single Statewide Information System locally. In order to meet data reporting requirements and to ensure AWI has access to information maintained on Coalition servers, the Contractor shall as applicable to the VPK program:
 - (1)** Communicate any changes made to the Coalition's software or hardware which may adversely affect AWI's ability to access information. Examples of changes that may adversely affect AWI's ability to access information include, but are not limited to, changing the Internet Protocol (IP) address, changing the password, and configuring a firewall on the network. Any change shall be communicated in writing not less than seventy two (72) hours prior to the implementation of the change to both AWI's Single Statewide Information System design and maintenance contractor and the OEL IT Single Statewide Information System Contract Manager.
 - (2)** Ensure appropriate Contractor staff participation in Single Statewide Information System conference calls. If a Contractor representative is unable to participate in Single Statewide Information System conference calls, the Contractor must ensure that minutes from the conference call are reviewed by a Contractor representative.
 - (3)** Communicate any problems that arise during the use of the Single Statewide Information System, including enhancement requests, to AWI's Single Statewide Information System design and maintenance contractor in accordance with procedures established by AWI's Single Statewide Information System design and maintenance contractor.

- (4) Check the Unified Wait List (UWL) application at least monthly for outstanding applications for VPK programs. All applications submitted to the contractor for VPK programs must be processed.
 - (5) Verify the eligibility of all children listed on the UWL at least once every six (6) months.
 - (6) Maintain the accuracy of the Contractor's contact information, and CCR&R contact information on the Coalition's page on the Single Point of Entry (SPE) website by updating this information as necessary.
 - (7) Designate at least one staff person at the contractor site as a UWL system administrator. The OEL UWL system administrator will assign a username and password to the Contractor UWL system administrator. The Contractor shall ensure that user accounts are managed at the local level, each person who requires a user account is assigned a unique username and password, and user accounts are not shared among staff members. The Contractor shall ensure that UWL user accounts are held only by current staff members and that the accounts of former staff members are deactivated.
- (h)** Ensure that all data systems used for the management of early learning programs are secure and the data stored in these systems remains confidential. This includes data systems provided and maintained by OEL and all other data systems purchased or created by the Coalition. The Contractor shall:
- (1) Comply with the Computer-Related Crimes Act, chapter 815, Florida Statutes, and shall demonstrate due diligence in safeguarding the Coalition's information resources by establishing policies and procedures for information systems security that contain criteria and standards in accordance with the Agency's Policy 5.02, Information Systems Security Program.
 - (2) Develop and implement specific protocols reflecting, at a minimum, the following protocols of the Agency's Policy 5.02, section III.C: 4. Security Training and Awareness; 10. Contingency Planning; 12. Identification and Authentication; 16. Personnel Security; 22. Mobile Computing; 25. Remote Access; 30. Database Security; 31. Media Management; and 32. Password Management.
 - (3) Develop and implement protocol 11. Access Control, of the Agency's policy 5.02, section III.C., except that in lieu of executing a data security agreement, the Contractor shall complete the Agency's Office of Early Learning Memorandum of Understanding and Data Security Agreement form available at <http://www.floridajobs.org> for each individual who has access to the Contractor's data systems and maintain a copy of the completed form at the Contractor and, if the individual is not an employee of the Contractor, at the individual's place of employment. The Contractor shall complete the forms within seven (7) days of the first day an individual has access to the Contractor's data systems.

- (4) Participate in routine Single Statewide Information System data security reviews conducted by the Agency to ensure the Contractor's compliance with the Agency's Policy 5.02.
- (5) Participate in information security related training offered by the Agency to satisfy the requirements of the Agency's Policy 5.02, section III.C., protocol 4. Security Training and Awareness.
- (6) Ensure that all confidential information is protected and shall use a secure method for the electronic transmission for all sensitive or confidential information. Any information security related breaches shall be reported in accordance with section 817.5681, Florida Statutes.

3. Records and Documents

- (a) The Contractor must comply with the confidentiality provisions and the record retention requirements of sections 119.021, 411.011, 456.057, and 1002.72, Florida Statutes, where applicable.
- (b) All Contractor records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the Contractor to maintain records in a location that is accessible to the public.
 - (1) In accordance with section 411.011, Florida Statutes, the individual records of children enrolled in SR programs provided under section 411.01, Florida Statutes, when held in the possession of the Coalition or the Agency, are confidential and exempt from the provisions of section 119.07, Florida Statutes, and section 24(a), Article I of the State Constitution.
 - (2) In accordance with section 1002.72, Florida Statutes, the personally identifiable records of children enrolled in the VPK program provided under section 1002.53, Florida Statutes, and any personal information contained in those records, are confidential and exempt from section 119.07, Florida Statutes, and section 24(a), Article I of the State Constitution.
- (c) The Contractor shall establish and maintain books, records, and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Coalition under this contract. The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this contract 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 the Agreement, whichever occurs last. Expenditures from SR and VPK funding must be accounted for separately. 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 by OCA for each program/activity. The Contractor shall ensure that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

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. 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.

- (d) The Contractor agrees to cooperate with the Coalition to facilitate the duplication and transfer of any records or documents during the required retention period as specified in section I, Paragraph C, 3. (c) above upon completion or termination of this Contract.
- (e) Reimbursable costs for specific identified items associated with the request for records and documentation upon completion or termination of this Contract shall be reimbursed to the Contractor by the Coalition at reasonable costs.
- (f) The Contractor agrees to transfer all client records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, to the Coalition should termination of this contract occur in whole or in part.
- (g) The Contractor agrees to assure that all records pertinent to this Contract, including subcontractor records, are available at all reasonable times for inspection, review, copying, or audit by Federal auditors, representatives of the Comptroller of the State of Florida or the Auditor General of Florida, or other personnel duly authorized by the Coalition.
- (h) The Contractor agrees to allow persons duly authorized by the Coalition and federal auditors, pursuant to 45 CFR, Part 92.36(i) (10), full access to and the right to examine any of the Contractor's documents and records related to this Contract, regardless of the form in which the documents are maintained at all times for as long as records are retained by the Contractor.
- (i) The Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

4. Audit

- (a) The Contractor shall provide the Coalition with an annual single audit in accordance with single audit requirements contained in section 215.97, Florida Statutes, and the

Federal Single Audit Act, and allow for monitoring in accordance with **Attachment 2** and the provisions of OMB Circular A-133.

- (b) During the course of any state fiscal year, Contractor may be subject to review by any of the following: Coalition, Contractor's external auditor, the State Auditor General, State or Federal Inspectors General, United States Department of Health and Human Services, AWI/OEL, and others as designated by State or Federal agencies.
- (c) Questioned costs may arise from any of these reviews. The Contractor shall have an opportunity to substantiate and/or appeal the decision of a finding and/or questioned cost. Any unresolved questioned costs may become disallowed costs. In accordance with section 17.04 Florida Statutes, the Reference Guide for State Expenditures, and OMB Circular A-133. Contractor is required to repay disallowed costs on federal and state programs. Disallowed costs may not be paid with federal grant, state grant, or matching funds.
- (d) The Contractor agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, reasonable legal expenses and related costs required in the administration of Early Learning programs are allowable in accordance with applicable OMB circulars and within the Contractor's administrative expenditure limitations for SR and VPK programs

5. Monitoring

- (a) The Contractor agrees to permit persons duly authorized by the Coalition to inspect any records, papers, documents, facilities, goods, and services of the Contractor, which are relevant to this Contract and to interview any clients and employees of the Contractor to assure the Coalition of the satisfactory performance of the terms and conditions of this Contract. Such inspection will be done upon reasonable notice to the Contractor and with cooperation of the Contractor so as not to disrupt services. The Contractor agrees to provide such monitoring services as may be required by the Coalition to ensure compliance with applicable law, policies, and the Coalition Plan.
- (b) The Coalition agrees to deliver to the Contractor a written report of its findings, which will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Contract. The Contractor shall correct all noted deficiencies identified by the Coalition within the period of time set forth in the report.
- (c) The Contractor shall be monitored quarterly (on site including review of monthly reports at the Coalition's office) at a minimum on the provisions of this Contract, to ensure compliance with the Contract terms and conditions and the Coalition approved School Readiness Plan.

6. 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 Coalition 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 the Early Learning

Plan approved by the Office of Early Learning. The Contractor agrees to ensure compliance with the applicable employee screening requirements in Section 435.03, F.S. The Contractor to ensure appropriate staff are trained and knowledgeable in the Coalition's policies and procedures.

- (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, and shall not release any information regarding any of the children in its care, or the family of children in its care, except as specifically authorized by these statutes. The Contractor hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in Section 39.205, F.S.

7. Nonexpendable Property

The term "nonexpendable property" shall include all property which meets the definition set forth in Florida Administrative Code rule 691-72.002. In accordance with OEL File No. 240.02, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the Early Learning Programs shall be listed on the property records of the Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL File No. 240.02 and relevant Florida Statutes, OMB circulars and administrative rules.

8. Prior Approval

The Contractor shall obtain prior written approval from the Coalition for selected items of cost greater than five thousand dollars (\$5,000) and administrative requirements in accordance with OMB Circular-A122, *Cost Principles for Non-Profit Organizations* and AWI Guidance, AWI FG 05046, *Prior Approval Procedures*.

9. Assignments and Subcontracts

- (a) The Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract, except with Providers, for any of the work contemplated under this Contract without prior written approval of the Coalition which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalition, shall be null and void.
- (b) The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If the Coalition permits the Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the Coalition. Such review of the written subcontract document by the Coalition will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. The Contractor further agrees that the Coalition shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Coalition against such claims.

- (c) The Coalition shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the Coalition approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of the Contractor and of any legal entity that succeeds the obligations of the Coalition.
- (d) The Coalition shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Coalition's judgment, are insufficient. In considering the Contractor's and/or any subcontractor's employee's qualifications, the Coalition will act in good faith and not unreasonably.
- (e) The Contractor agrees to make payments to the child care providers within five (5) working days after receipt of full or partial payments from the Coalition, unless otherwise stated in the Contract between the Contractor and provider. Failure to pay within five (5) working days will result in a penalty charged against the Contractor and paid to the provider in the amount of one-half of one (1) percent (.5%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
- (f) The Coalition 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 Coalition in all such cases.

10. 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 Coalition. 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.
- (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.
- (c) TRAVEL AND PER DIEM - All travel related costs incurred shall be reimbursed in accordance with Section 112.061, Florida Statutes

11. Indemnification

The Contractor shall be liable for and indemnify, defend, and hold the Coalition and all of its 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 Early Learning programs under this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

12. Insurance and Risk Mitigation

(a) Contractor's Insurance

The Contractor shall maintain a minimum but not limited to three million dollars (\$3,000,000) liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Coalition written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

(b) Worker's Compensation Insurance

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

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least ten percent (10%) of the corporation. Independent Contractor, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

(c) Unemployment Compensation Insurance

The Contractor, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of the Contract.

(d) Liability/Insurance

The Contractor shall be liable, and agree to be liable for, and shall indemnify, defend and hold the Coalition harmless from all liability, claims, suits, judgments, expenses or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Contractor, or any subcontractor utilized by the Contractor, in the course of the operations of the Contract. This also includes the indemnification of the State for any liabilities set forth in Section 768.28 Florida Statutes.

The Contractor shall not commence any work in connection with this Contract until the Coalition has approved it. All insurance policies shall be with the insurers qualified and doing business in Florida. The Coalition shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the Coalition as an additional named insured. The Coalition shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

- (e) The Contractor shall maintain errors and omissions insurance on its board members.
- (f) The Contractor shall maintain fidelity bonding of its fiscal personnel.
- (g) The Contractor shall maintain a disaster recovery plan within its continuity of operations plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters. A COOP update must be submitted to the Coalition no later than October 1 of each grant period. The COOP update shall include a disaster recovery plan. The Contractor shall comply/corporate with the requirements of the Coalition's COOP where indicated therein.

13. Lobbying

Funds awarded under the Agreement 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

14. 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.

15. 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.

16. Sponsorship/Public Announcement

- (a) The Contractor agrees that in accordance with Section 286.25, Florida Statutes, any organization or entity, whether public or private, which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing of the sponsorship of this project, the following statement shall be used: "Sponsorship by (name or organization), Early Learning Coalition of Southwest Florida, State of Florida, Agency for Workforce Innovation."
- (b) Use of the Florida Partnership for School Readiness and Office of Early Learning logos have been discontinued. Use of state logos shall be limited to those logos approved by the Agency for Workforce Innovation
- (c) If the sponsorship referenced is in written material, the words "Early Learning Coalition of Southwest Florida, Agency for Workforce Innovation" shall appear in the same size

letters or type as the name of the organization. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state or federal funds, all awardees receiving state or federal funds, shall clearly state:

- (1) The percentage of the total cost of the program or project which will be financed with federal money, and
- (2) The dollar amount of federal funds for the project or program.

17. Advanced Payments

In accordance with Florida Administrative Code rule 60BB-8.205, the Contractor is authorized to receive an advance payment for administrative and direct services costs of the VPK Program.

18. Return of Funds

- (a) Upon the Coalition's final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the Contractor shall return to the Coalition any overpayments or disallowed costs within 40 calendar days of issuance of written notice by the Coalition or other timeframes in accordance with OEL File No. 240.01. Should repayment not be made in a timely manner, the Coalition shall be entitled to charge a lawful rate of interest on the outstanding balance.
- (b) In the event the Contractor overpays a provider or vendor or the Contractor or vendor incurs a disallowed cost and the Contractor is unable to recover the overpayment or the disallowed cost, the Contractor or vendor account becomes delinquent. After exercising due diligence, the Contractor may request, in accordance with OEL File 240.03, that the Coalition report a delinquent account to the Department of Financial Services. The Contractor shall execute and deliver to the Coalition all documents necessary to report a delinquent account and secure repayment in accordance with the provisions of OEL File 240.03. A Contractor requesting that the Coalition report a delinquent account to the Department of Financial Services shall make the request to the Coalition within thirty (30) days from a determination that it is unable to recover the delinquent account.

19. Payment of Interest Earned on Program Advance Funds

Unless otherwise authorized by the Coalition, the Contractor shall invest the funds received under this Agreement in a secure interest-bearing account and earn interest on the invested funds in accordance with section 216.181(16), Florida Statutes and Office of Management and Budget (OMB) Circular A-110. Interest income shall be returned to the Coalition in accordance with OEL File 240.01.

20. Withholding of Funds:

The Coalition reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance under the approved plan or non-compliance with the terms and conditions of this contract until such time as the Coalition determines 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 Coalition shall provide the Contractor with written notice that details its 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 Coalition, 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 Coalition, may lead to funds being withheld from the Contractor. Once the Coalition determines that the corrective action has been successfully implemented and that the Contractor is in compliance with the contract, the Coalition shall re-instate the funds previously withheld.

21. Recoupment of Funds:

The Contractor is responsible for making diligent efforts to recoup any money expended in error. This includes, but is not limited to, the following:

- Overpayment
- Improper payment
- Disallowed payment as a result of an audit
- Recoupment of provider advance funds.
- Interest earned on advanced funds
- Unexpended funds that remain at the end of the fiscal year.

The Contractor must use the specific procedures for recoupment for overpayments or ineligible child care benefits as addressed in AWI Fiscal Guidance 240.03 (OEL-FG-0042-07) and Coalition policy. Contractor to copy Coalition on all recoupment letters being sent within twenty four (24) hours of mailing.

22. Title to 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 Coalition; however, title and ownership shall be transferred to the Coalition upon termination of the Contractor's participation in Early Learning programs, unless otherwise authorized in writing by the Coalition.

The Contractor shall include similar language and requirements in their subcontracts.

23. Travel and Per Diem

All travel related costs incurred by Contractor members, employees, agents, or subcontractors will be reimbursed in accordance with section 112.061, Florida Statutes.

24. Construction/Purchase of Buses

No funds shall be expended for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, certain federal funds may be expended for minor remodeling, and for upgrading childcare facilities to assure that providers meet state and local child care standards, including applicable health and safety requirements, after receipt of any required prior approval from the Coalition. Funds may not be used for the purchase of buses or to pay for

transportation costs, other than transportation costs designated by specified OCAs in OEL File 250.01.

25. Parental Choice

The Contractor shall ensure that each Early Learning program applicant receives information that will allow for informed “parental choice” regarding the Early Learning program services. Children referred by the Department of Children and Families, or their contracted provider, shall have a choice of licensed or public school programs under agreement with the Coalition.

26. 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 receiving Early Learning program funds through 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.

27. Florida Certified Minority Business Enterprise Utilization Reports

The Contractor shall submit to the Agency on a quarterly basis a report listing all expenditures with Florida Certified Minority Business Enterprises as certified under Section 287.0943, Florida Statutes.

28. Intellectual Property

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics or blueprints developed exclusively by the Contractor’s personnel in connection with the services provided to the Coalition hereunder shall be the exclusive property of the State of Florida.

29. 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 the Agreement, 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.
- (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 the Agreement, 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 the Agreement and any rights of copyright which the Contractor or its sub-contractors purchase with such federal funds.

30. Procurement

The Contractor agrees that it will procure commodities and services for Early Learning programs in accordance with the provisions of section 287.057, Florida Statutes, and applicable OMB Circulars, such as A-87, A-110 or A-122, for SR and VPK direct service providers.

31. Reports

- (a) The Contractor shall submit any data necessary for ad-hoc reports upon request of the Coalition/AWI. All reports shall conform to the timeline, content, format, and standard codes specified by the Coalition/AWI.
- (b) The Contractor shall submit any data or reports necessary for the administration of the VPK program according to the requirements established by the Coalition/AWI. These reports must be consistent with the requirements of Chapter 1002, Part V, Florida Statutes.
- (c) The Contractor will provide required reports as stated in **Attachments 1** including an annual report documenting services provided and total costs and expenditures in providing services under this Contract sixty (60) days following the end of the contract period.

32. 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.

33. Warrant of Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to

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

34. 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 the Agreement 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 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 the Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either party. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Coalition in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay.

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 Coalition, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Coalition. The Contractor shall not be entitled to an increase in the Agreement price or payment of any kind from the Coalition for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising 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 Coalition determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Coalition or the State, in which case, the Coalition 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 Coalition 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 the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. Disputes

Contract

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

Client / Provider

The Contractor shall maintain and utilize a written procedure to resolve client complaints and work with the Coalition to resolve any issues of eligibility, reduction or termination of services as requested by individual clients or applicants for services. Contractor shall notify applicants or clients at all contact points of their right to a review in cases of a determination of ineligibility for services or termination, suspension, or reduction in services. Contractor shall ensure due process, following Contractor procedures, for reviewing the cases of clients who request this review.

The Coalition's determination of acceptable services or reports shall be conclusive.

36. Staffing Changes

The Contractor shall notify the Coalition within twenty four (24) hours of changes in key personnel positions for the Contractor. Key personnel positions include the Executive Director, the local directors of program operations, and the finance officer. Changes in key personnel may include resignations, approved leave of absence of six (6) weeks or more, or termination. Such notification shall be in writing, shall include a subject line indicating the nature of the notice, and shall include information related to replacement staff assigned. Notices shall be sent to both the Coalition's CEO and the Director of Operations.

37. Positions of Special Trust

The Contractor shall establish and comply with a policy regarding criteria for appointing positions as positions of special trust which meets or exceeds the requirements established in section 110.1127(3)(a), Florida Statutes. The Contractor shall designate those employee positions, contracted employee positions, intern positions, or volunteer positions that, because of the special trust or responsibility or sensitive location of those positions, require that persons occupying those positions be subject to a security background check. At a minimum, the policy must treat positions of special trust to include positions in which individuals have contact with children for 15 hours or more per week or have access to confidential information.

38. Special Situations

The Contractor agrees to inform the Coalition 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.

II. THE COALITION AND CONTRACTOR AGREES:

A. CONTRACT DATES

This Contract shall begin on **July 1, 2010** or the date on which both parties have signed the Contract, whichever is later, and shall end on **June 30, 2011**. 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 – VPK

This Contract shall not exceed **\$2,999,502** which shall be paid by the Coalition for the provision of services as set forth by this Contract. The Coalition's 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 Coalition shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this project. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Contractor in writing as the earliest possible time if funds are not appropriated or available.

C. METHOD OF PAYMENT

1. The Contractor shall submit monthly invoices for Early Learning program expenditures based on actual allowable expenditures for direct services (slots) as soon as possible following the close of the invoice month, but no later than fifteen (15) calendar days following the close of the invoice month.
2. The Contractor shall submit monthly invoices for the Early Learning administrative costs and non-direct services expenditures based on actual allowable expenditures as soon as possible following the close of two (2) invoice months, but no later than fifteen (15) calendar days following the close of the second invoice month.
3. Reimbursement Request Invoices shall be submitted for approval in accordance with the format prescribed by the most recent version of the *Agency for Workforce Innovation, Office of Early Learning Coalition Invoicing Requirements for School Readiness Services* and the *Agency for Workforce Innovation, Office of Early Learning Coalition Invoicing Requirements for VPK Services*, available at <http://www.floridajobs.org>. The Contractor shall provide sufficient detail to allow the Coalition to comply with federal and state reporting requirements and pre and post audit requirements. Local Contractor cash management procedures, including the invoice format and submission requirements, shall be instituted in accordance with OEL File 240.01 and other instructions established by AWI. Failure to use such form, to provide sufficient detail, or to submit data in compliance with the standards established by AWI, may result in a non-payment of the invoice. Invoices shall be processed by the Coalition pursuant to section 215.422, Florida Statutes. The final invoices for Early Learning programs are due no later than sixty (60) calendar days following the end of the current fiscal year.

4. All expenditures submitted for reimbursement shall be reconciled to the Contractor's accounting system and the Contractor shall maintain supportive detail for all expenditures. Supportive detail shall include an audit trail linking all reimbursement transactions to the Contractor's general ledger and shall be identified by the appropriate program and OCA. The Coalition may monitor the Agreement by validating invoices in relationship to services provided and reviewing the records and contracts related to those invoices.
5. The Contractor agrees that reimbursement request invoices shall be submitted in accordance with the requirements of section 215.422, Florida Statutes, and the requirements of Florida Administrative Code rule 69I-40.002 (1).
6. The Contractor shall submit ARRA reports (if applicable) in accordance with AWI instructions.

7. Restriction of Expenditures

(a) 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.).

(b) Awards and Volunteer Recognition

- The Contractor shall comply with the terms of section 110.1245, Florida Statutes, when incurring costs related to the purchase of awards.
- The Contractor shall comply with the terms of section 110.503(5), Florida Statutes, when incurring costs related to the purchase of plaques or other tokens of recognition to honor volunteers.

(c) Membership Dues and Licensing fees

The Contractor shall comply with the terms of section 216.345, Florida Statutes, when incurring costs related to the payment of membership dues and licensing fees.

8. Upon receipt of funds by the Coalition from the Agency for Workforce Innovation, the Coalition 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 invoice submitted and/or reimbursement submitted by the Contractor. Payment shall be in the form of electronic transfer to a pre-authorized bank account in the name of the Contractor. Based on the monthly financial report, any funds not expended in delivery of services under the guidelines of this Contract and utilization will be

returned to the Coalition or services renegotiated to utilize the unspent funding. The Coalition shall not be liable for any expenses incurred by the Contractor over and above the initial Contracted amounts.

9. Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. In the event the federal and state funds upon which this Contract is dependent is withdrawn or redirected, the Contract is terminated and the Coalition will have no further liability to the Contractor beyond that already incurred by the termination date

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 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.
5. The following OEL file numbers and AWI policy numbers, with any subsequent revisions, are incorporated by reference:

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 –File 250.01

AWI-1.02

AWI-5.02

AWI FG-05-046

AWI FG-063

AWI FG-064

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 Coalition shall conference quarterly to review Contract reports, overall Contract performance and utilization.
8. The Contract shall implement an internal Quality Assurance/Quality Improvement system designed to monitor and continually improve performance.

9. Service Times

The Contractors' normal holiday schedule is as follows:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day following Thanksgiving
- Christmas Day (December 25 – December 31)

Renewal Clause - This is a requirement of the Early Learning Coalition of Southwest Florida's grant agreement with Agency for Workforce Innovation.

10. Termination

It is the intent of the Coalition to assure a consistent and orderly delivery of SR and VPK services. It is the further intent of the Coalition to terminate the Contract only in those situations where such action is essential to protection of its interests and the interests of children and families, as determined by the Coalition.

(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 Agency may terminate the Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Agency 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".

(b) Termination for Breach:

This Contract may be terminated by the Coalition 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 Coalition 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 Coalition's operating budget.

In addition to changes necessitated by law, the Coalition may at any time, with written notice to the Contractor, make changes within the general scope of the Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the Coalition. Any investigation necessary to determine the impact of the change shall be the responsibility of the Contractor. Modifications 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.

13. List of Exhibits:

Exhibit A VPK Line item budget/disbursement

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 payment shall be made:
Redlands Christian Migrant Association
402 West Main Street
Immokalee, Florida 34142
Phone: 239-658-3560 Fax: 239-658-3589
2. The name, address, and telephone number of the Coalition Chairperson or Vice Chairperson for the Coalition for this contract:
John Remington, Board Chairpman
5256 Summerlin Commons Way
Suite 201 Ft Myers, FL 33907
3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:
Charlene Edwards/Melissa Ayala
Redlands Christian Migrant Association
402 West Main Street
Immokalee, Florida 34142
4. The name, address, and phone number of the Coalition's CEO for the Coalition for this contract is:
Kathleen H. Reynolds, CEO
5256 Summerlin Commons Way
Suite 201 Ft Myers, Florida 33907
(239) 267-4105
5. The name of the contact person for The official payee, street address and Telephone number where financial and Administrative records are maintained is:

Pamela Way
Redlands Christian Migrant Association
402 West Main Street
Immokalee, Florida 34142

The parties have read the entire Contract, inclusive of all its Attachments and Exhibits, and the approved plan including approved amendments.

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 58 **page** document to be executed by their undersigned officials as duly authorized.

**EARLY LEARNING COALITION OF
SOUTHWEST FLORIDA**

**REDLANDS CHRISTIAN MIGRANT
ASSOCIATION, INC.**

John Remington, Board Chairman
Early Learning Coalition of Southwest Florida
Inc.

Barbara Mainster, Executive Director
Redlands Christian Migrant Association

Date

Date

Federal FEID#: 59-1221966
Fiscal Year Ending Date:

Kathleen H. Reynolds, Executive Director
Early Learning Coalition of Southwest Florida

Date

ATTACHMENT 1
VOLUNTARY PREKINDERGARTEN PROGRAM (VPK)
STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. GENERAL DESCRIPTION

1. General Statement

The Contractor shall provide VPK enrollment/eligibility services to all families requesting services who have eligible four (4) year olds requesting attendance to an RCMA VPK provider program. The Contractor shall also provide reimbursement and support services to the providers conducting the RCMA VPK program.

2. Authority

The authority for Voluntary PreKindergarten (VPK) is provided by Chapter 1002.51-79 F.S., and Rule 60BB-8 F.A.C.

3. Scope of Service

The Contractor shall administer and coordinate all contracted services in the following counties;

Collier, Miami Dade, Desoto, Flagler, Gadsden, Glades, Hardee, Hendry, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Martin, Orange, Palm Beach, Pasco, Polk, Putnam, and Volusia Counties.

4. Major Program Goal

Enroll children in child care and pre-school options where they are safe and where they interact with trained staff members who are committed to continuous quality improvement; work to support children's emotional, intellectual, physical, and social well-being; provide professional development opportunities for those engaged in early learning services; maintain fiscal responsibility and direct resources to achieve intended outcomes; insures that every 4-year-old child in the RCMA service area (above mentioned counties) are offered quality preparation to enter school ready to learn.

B. CLIENTS TO BE SERVED

1. General Description

The Contractor shall serve children in the counties referenced in Attachment 1, section A. 3. above.

2. Client Eligibility

The VPK Program is an entitlement program and is available free of charge to families who reside in Florida with children four (4) years of age on or before September 1, of this contract period.

3. Client Determination

The Contractor will determine client eligibility and proof of residency based on the guidelines established in Chapter 1002 FS, Sections 1002.51 – 1002.79 and the Agency for Workforce Innovation for enrollment.

4. Contract Limits

Services provided through this contract shall not duplicate services provided through any other contract with the Coalition or other contracts.

II MANNER OF SERVICE PROVISION

A. SERVICE TASK

1. Task List

The Contractor shall provide the following VPK services

(a) Child and Family Eligibility and Enrollment

The Contractor shall conduct all responsibilities for the Voluntary Pre-Kindergarten Program enrollment and eligibility consistent with Chapter 1002.51-79 F.S., Rule 60BB-8 F.A.C. and Coalition approved policies and procedures. The Contractor shall develop, coordinate and deliver a comprehensive program of eligibility/enrollment that addresses the following:

- (1) The Contractor shall process VPK student applications for the program to determine eligibility and to help individuals complete the registration process.
- (2) Obtain and analyze applications submitted by interested families (Form AWI-VPK-01).
- (3) Maintain both hard copy and electronic data files for client eligibility. Electronic data must be available in a format that will allow for state reporting.
- (4) The Contractor shall notify applicants and clients of their right to a review in cases where a determination of ineligibility for services, termination, or suspension of services has been made.
- (5) The Contractor shall ensure that each parent enrolling a child in the Voluntary Prekindergarten Education Program is offered a profile of the private prekindergarten provider delivering the program (Chapter 1002, Florida Statutes Section 1002.53 (5) (a) (b)). The profiles shall be provided to parents in a format prescribed by the Agency for Workforce Innovation. The profiles must include, at a minimum, the following information about each provider and school:

- I. The provider's or school's services, curriculum, instructor credentials, and instructor-to-ratio; and
- ii. The provider's or school's kindergarten readiness rate calculated in accordance with s.1002.69, based upon the most recent available results of the statewide kindergarten screening.

(4) Ensure the VPK programs maintain daily attendance of all VPK clients.

(b) Family Support Services

- (1) Develop a procedure for reviewing cases of clients who request a review and resolve client complaints at the lowest level possible. If a satisfactory resolution to a problem is not obtained through the Contractor's grievance procedure, the issue shall be referred to the Coalition for resolution.

(c) VPK Provider Enrollment and Support

The Contractor shall develop, coordinate and implement a comprehensive program of provider enrollment that addresses the following:

- (1) Obtain and analyze applications submitted by Providers (Form AWI-VPK-10 and Form AWI-VPK-11).
- (2) Review, evaluate and process all VPK provider documents prior to beginning the VPK program for the following:
 - Appropriate licensing
 - Applicable educational and background screening
 - Compliance with Coalition policies and procedures
 - Applicable DCF requirements and Florida Statutes
- (3) Develop a system to ensure all VPK Directors and VPK teachers are in compliance with VPK requirements.
- (4) Develop a system to ensure that all VPK Directors and VPK teachers have the current credentials, background (level 2) screening and a copy of the relevant documents are available at the provider sites.
- (5) Ensure VPK classrooms have adequate resources including developmentally appropriate curriculum and materials.
- (6) Ensure the VPK classrooms provide materials addressing all the developmental domains.

(d) Provider payments

The Contractor shall develop, coordinate and deliver a comprehensive program of provider payment services in accordance with Coalition policies, The VPK Provider Agreement and as amended but not limited to the following:

- (1) Request advance monthly payments from the Coalition (if applicable), VPK service shall be based on the FTE allocation as authorized by the Agency for Workforce Innovation and Office of Early Learning (AWI-OEL).

- (2) Coordinate provider VPK payment activities. Rates paid to providers are established by the Agency for Workforce Innovation, based on the allocation formula methodology established legislatively and approved by the Agency for Workforce Innovation.
- (3) Review Provider invoice request and ensure services were provided as required by the Statewide VPK Provider Agreement.
- (4) Authorize payment for the VPK Providers to be paid directly and the Contractor shall be responsible for the accuracy of the payment request that is submitted to the Coalition's Chief Financial Officer.
- (5) Conduct monitoring of provider attendance sheets consistent with Coalition's policy, to verify child attendance and accurate payment of provider advance payments and reconciliations as follows:
 - I. Fiscal Monitoring is required on all VPK providers that have been paid for the current contract year.
 - II. Fiscal Monitoring performance is based on the distinct number of providers paid for services provided during the current contract year.
 - III. The Contractor shall conduct a random sample of VPK Provider parent certifications to validate for authenticity, as a component of the fiscal attendance Provider audit.

(e) Provider Training and Technical Assistance (TA) Services.

- (1) The Contractor shall develop, coordinate and deliver a comprehensive program of provider training TA services as needed to VPK providers to ensure proper program implementation.
- (2) The Contractor shall monitor VPK providers to ensure that services are being provided as described in the Statewide VPK Provider Agreement (refer to Coalition's website www.elcofswfl.org), including staff qualification, curriculum, ratio guidelines, student enrollment and student attendance. VPK/VPKS providers may be monitored a minimum of once, irrespective of the school year or summer program of the contract year.

2. TASK LIMITS

The Contractor shall provide VPK services to every eligible family in the VPK program to the extent that resources and Provider spaces/slots are available and within the service area.

B. STAFFING REQUIREMENTS

1. Administrative Capacity

The Contractor shall provide the services necessary to maintain operations and management of the contracted programs including fiscal and budgetary activities,

personnel, contract management, and general administrative services. Charges for administration are to be spread across the cost centers relevant to each service area, as appropriate and must be annually negotiated with the Coalition.

The Contractor shall:

- (a)** Maintain required agency policies and procedures related to personnel management, fiscal/budget activities, general administrative services and risk management; Requests for payments from subcontractors must be processed according to State and Federal policies and procedures (Reference 215.422 F.S. and Chapter 3A-24 Florida Administrative Codes).
- (b)** Ensure that administrative services will be continued for one month in the event that cash flow is disrupted in the normal delay in processing reimbursement payments
- (c)** Submit reports and data on a timely basis as required by the Coalition, the Office of Early Learning or other funders. Participate in funding applications, monitoring, audits, etc, to the extent needed as required by Government, State, Counties, or private entities.
- (d)** Provide documentation that all costs, including administration and services, supporting such activities are borne by funds other than funds allocated to the Coalition contract, if services and activities are offered by the Contractor unrelated to VPK contract obligations.
- (e)** Provide sufficient space to conduct business and promote privacy when conducting client interviews and offer services in an area convenient to clients.
- (f)** Have access to equipment necessary to conduct business including sufficient computer hardware and software to adequately track client eligibility, to provide accurate invoices, to produce accurate financial information and to generate timely reports as required. Equipment must be compatible with the Office of Early Learning (Agency for Workforce Innovation) Information Technology Resources as defined in Section 282.303 (13), F.S.
- (g)** Maintain open and effective lines of communication with Coalition staff.
- (h)** Notify Coalition staff promptly of any situation with a provider that puts the health, safety or well being of children in their care at risk.
- (i)** Provide a service delivery system that is timely, customer friendly, convenient, consistent, accessible, meets the needs of and provides quality care to all families from all areas of the counties served.
- (j)** Date stamp documents received from families and providers.
- (k)** Document all communications with client/providers in the respective client/provider file.

2. Staffing Levels.

The Contractor shall maintain an adequate administrative organizational structure and support staff, including bilingual staff conversant in Spanish, sufficient to discharge the contractual responsibilities. In the event the Coalition determines that staffing levels do not produce the expected levels of service, it shall advise the Contractor in writing and the Contractor shall have 30 days to remedy the identified staffing deficiencies.

3. Professional Qualification.

- (a)** The Contractor shall maintain personnel job descriptions that reflect the ability of the Contractor to fulfill the service obligations under the contract. All staff must submit to a level two screening within ten (10) days of employment. The Contractor will ensure that these records are updated, current and available at the Contractor's local main office.
- (b)** The Contractor to ensure that all staff have annually signed an abuse and neglect affidavit/form.

4. Staffing Changes.

The Contractor shall furnish and maintain current organizational charts listing positions that affect the Coalition's business operations and lines of authority for each service component identified in the resultant contract. The Coalition must be notified within twenty four (24) hours of changes to the organizational structure that affects the operation of the Coalition's services. Such notification must show how this change affects services provided to the Coalition.

5. Subcontractors.

Refer to the core contract, section I.C.9

C. SERVICE LOCATION & EQUIPMENT

1. Service Delivery Location.

The Contractor will;

- (a)** Administer and coordinate services in the counties specified in Attachment 1 paragraph I. A. 3.
- (b)** Central coordination of the services provided under the terms and conditions of this Contract shall be performed at:

Redlands Christian Migrant Association, Inc.
402 West Main Street
Immokalee, Florida 34142

The Contractor to provide a list of other service locations in the various counties covered by this Contract, including address and contact person.

2. Service Times.

It is expected that the Contractor's offices will be open between the hours of 8.00 a.m. and 4.30 p.m. Monday through Friday, including extended hours for enrollment and re-determination as determined by the needs of the community, excluding legal holidays.

3. Changes in Location.

The Contractor will notify the Coalition of any changes in the mailing address, telephone number(s), or physical location of it's administrative offices within seven (7) calendar days prior to change.

4. Equipment.

The Contractor shall supply all equipment necessary to provide the services and data required for this Contract.

D. DELIVERABLES

1. Service Units.

This is a cost reimbursement contract.

2. Records and Documentation.

(a) In accordance with state and federal recording requirements, the Contractor shall maintain accurate and current client information, which is updated on a monthly basis. Client files shall be maintained in the Immokalee Office for a period of five (5) years after a case is closed and dated for shredding. A database backup schema shall be implemented nightly using a 4mm DDS tape unit.

(b) The Contractor shall maintain sufficient records to verify that client eligibility was determined in accordance with Part V of ch.1002, Florida Statutes, state rules, and procedures of the Coalition and the AWI-OEL.

(c) The Contractor shall maintain current and up-to-date records with documentation that apply to services provided for technical assistance, and other activities relevant to this Contract.

3. Reports.

(a) The Contractor shall ensure that it is satisfying all federal, state, and Coalition reporting requirements.

(b) The Contractor shall submit a Projected Cost Center and Operating Budget including Personnel Detail, funding source and revenue, prior to the start of this Contract. The projected budget presentation shall identify the percentage distribution of

Contractor's resources and shall include common resources between other funding sources and this Contract.

- (c) The Contractor shall submit a monthly invoice with supporting documentation to the Coalitions' Fiscal Director no later than fifteen (15) calendar days following the end of the service month, irrespective of holidays or weekends.
- (d) The Contractor shall submit information to the Coalition, as directed and upon request, in a manner established by the Coalition. The Contractor shall use the standardized coding tables when compiling data and all reports shall comply with such standardized coding tables.
- (e) The Contractor shall maintain client eligibility information in such a manner that ad hoc reports may be provided, as requested by the Coalition.
- (f) When the Contractor engages in services and activities, which are not funded by this Contract, their budget presentation should show funds allocated to each program, staff, salaries and percentage of time allocated to each program and each budget line-item with allocations to each program.
- (g) A monthly VPK service report with documentation, consisting of numbers of VPK children determined eligible and referred, numbers of VPK Providers who participated including capacity/availability information, provided to the Coalition by the Fifteenth (15th) calendar day of each month following the month of service.
- (h) The Contractor shall submit reports to the Coalition as follows:

VPK Reports Schedule FY 2010-2011

	Report Title	Reporting Frequency	Report Due Date	No of emailed copies	ELC Office address(es) to receive reports
1	Invoice	Monthly	By the 15 th calendar day of the month following the month of service	2	CFO and Director of Operations - 5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33919
4	VPK Service Report	Monthly	By the 10th calendar day of the month following the month of service	1	Director of Operations -5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33923
11	Annual VPK Service Report	Annually	8/31/2011	1	Director of Operations -5256 Summerlin Commons Way., Suite 201 Ft Myers, Fl 33930

E. PERFORMANCE MEASURE

The Contractor shall maintain records documenting the following outcomes and report this information 45 days from contract end date, to the Coalition's contract manager. Outcomes will include at a minimum, the following:

- (a) One hundred percent (100%) of VPK Providers will be monitored and offered technical assistance on an annual basis to ensure that services are being provided as described in the Statewide VPK Provider Agreement.
- (b) One hundred percent (100%) of VPK Provider/parent/child data will be captured on a data base approved by AWI, OEL and the Coalition.
- (c) A minimum of ninety five percent (95%) of paid VPK providers will receive a fiscal monitoring to verify child attendance and accurate payment of respective provider.

2. Description of Performance Measurement Terms.

Refer to Attachment II.

3. Performance Evaluation Methodology

- (a) Measuring Outcomes. The Coalition will measure the outcomes found in Attachment 1, section II.E.1. above as agreed with the Contractor.
- (b) By execution of this contract the Contractor hereby acknowledges and agrees that its performance under this Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. If the Contractor fails to meet these standards, the Coalition, at its exclusive option, may allow up to three (3) months for the Contractor to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the Coalition within the prescribed time, and if no extenuating circumstances can be documented by the Contractor to the Coalition's satisfaction, the Coalition must cancel this contract with the Contractor. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Coalition.

F CONTRACTOR RESPONSIBILITIES

1. Unique Activities.

- (a) The Contractor is solely responsible for the satisfactory performance of the services required by this contract. The Contractor recognizes its singular responsibility for the tasks, activities and deliverables described herein 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.
- (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 this contract.
- (c) The Contractor must understand and acknowledge whistleblower protections per federal rules, who they protect and that any credible evidence of such activity should be reported to the Grantor's Office of Inspector General.

- (d) The Contractor shall be responsible and accountable to perform the services and tasks pursuant to this contract regardless of the failure of other providers or entities.

G. COALITION RESPONSIBILITIES

1. Coalition Obligations.

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

The Coalition reserves the right to request additional services which support VPK requirements, Coalition goals and legislative changes as funding permits.

2. Coalition Determinations.

The Coalition reserves the right to make any and all determinations exclusively which it deems necessary to protect the best interests of the program and the families who are served by the Coalition either directly or through any one of its Contractors.

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III. Method of Payment

A. Payments

1. This is a cost reimbursement contract, based on actual child attendance. 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 **\$2,999,502** subject to the availability of funds. Additional funding will be requested from AWI in the event the number of children being served is projected to increase beyond the contracted amount, and the contract will be amended accordingly.

Total administration cost including VPADM, VPENR AND VPMON, shall not exceed three percent (2.825%) of the cost of children served (VPPRS).

2. The Contractor shall request reimbursement on a monthly basis through submission of a properly completed invoice as per current AWI workbook and instructions within 15 days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation.
3. Payment may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified on the approved line item budget/disbursement information (**Exhibit A**). The approved line item budget/disbursement information may be modified by a written request that includes justification supporting the need for modification and as allowed by grant funding restrictions and Florida Law.
4. The Contractor's total administrative costs shall not exceed **\$82,408** of the total allocation.
5. All remaining dollars will be utilized for VPK slots.
6. Request for payment from a Provider is determined to be valid once the Provider's monthly attendance sheet is validated and processed through the Contractor's VPK management system and a payment is calculated based on pre-determined rates.
7. The invoice shall include data information in a management report, due to the Coalition's Fiscal Director no later than fifteen (15) calendar days following the end of the service month.

B. Funding By Category

To pay for Contracted services subject to the availability of funds. The Coalition agrees to reimburse for VPK services, including administrative and VPK slots.

Funding Source – CSFA – 75.007	General Revenue	91.55%
CFDA – 84.397	State Fiscal Stabilization Funds 9SFSF)	8.45%

Please note that ARRA monies are one time funding and are awarded using American Recovery and Reinvestment Act of 2009 (ARRA) funds and the recipient of these awards must follow all rules, regulations and guidance issued for this program through the close-out date. Non-federal entities must comply with additional pending reporting requirements from OMB and/or awarding federal agencies issued at a later date. The Contractor will receive funds as long as they meet the new Law's reporting requirements. Criteria: OMB Guide M-09-15 (4-03-09), OMB Imp. Guide Section 6.6, and ARRA Sections 1512, 1526, and 1606.

C. Supporting Documentation Requirements.

1. Financial Report.

The invoice package shall include a cost center financial statement by county and a detail ledger on CD ROM by county.

2. Personnel Activity Reports (PAR)

All Contractor staff shall complete personnel activity reports, certifying time charged to administrative and programmatic work. Administrative staff and Programmatic staff time is charged directly to activities that are tied to the appropriate funding source on their personnel activity reports. PAR'S are completed and correspond to payroll dates.

3. Professional Services Fees on a Time/Rate/FTE Basis.

The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. The State Comptroller's Office reserves the right to require further documentation on an as needed basis.

4. Postage and Reproduction Expenses.

Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

5. Expenses.

Receipts are required for all expenses incurred, (e.g., office supplies, printing, long distance telephone calls, etc.). Receipts are required for all expenses of this nature.

6. Travel.

For all travel expenses, a department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) (previously numbered C-676) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1) (b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses.

7. Conference Travel.

Prior approval is required in accordance with section 112.061, F.S., and must be certified on Form DFS-AA-13 (State of Florida Authorization to Incur Travel Expense) (previously numbered C-676C) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the provisions of the clause above entitled *Travel*.

8. Service Delivery Documentation.

The Contractor must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting services provision is available.

D. Information Technology:

The Contractor must ensure compatibility with the Agency for Workforce Innovation and Coalition's information technology resources. In the event there is a question as to whether an item is compatible, the Coalition should be contacted.

Information Systems Requirements

1. Compatibility/Access:

The Coalition presently maintains information in the Enhanced Field System (EFS). The Contractor shall be required to enter data into and retrieve data from this system.

Data or output from Contractor systems furnished in electronic format to the Coalition shall be provided in a format compatible with current Coalition standards.

The Contractor shall provide connectivity between the Coalition and the EFS system during the operation of the services.

Prior to purchasing any Information Technology (IT) resources with Contract funds, the successful Contractor must receive written approval from the Coalition's approving authority by means of an Information Resources Request (IRR). IT is defined as data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The Contractor will not be reimbursed for any IT purchases made prior to obtaining the Coalition's written approval.

In the event the Contractor purchases, develops or maintains its own electronic information systems to support services provided through the eventual Contract, the Coalition shall have access to all information necessary to audit and examine such information in its native format, using access devices (terminals or personal computers) made available for this purpose by the Contractor. The Contractor shall provide the Coalition's representatives with the necessary system user accounts and passwords to access all information related to this Contract that may be stored in the Contractor's systems.

The Contractor shall comply with any naming conventions, security requirements or other specifications relating to any connection it may be allowed to make to the Coalition's electronic information systems. The Contractor's own systems and premises shall be subject to inspection by the Coalition's representatives at any time to verify compliance with security requirements. Any data communications involving the Coalition may also be monitored by Coalition security or systems personnel for compliance with these requirements or misuse of the systems.

2. Security

The Contractor shall comply with all applicable laws and procedures related to security and confidentiality including, but not limited to, Chapter 815, Florida Statutes.

In the event that the Contractor is allowed to electronically connect to any of the Coalition's facilities, the Coalition may suspend or revoke that connection at any time if the Coalition reasonably believes that the overall security of the Coalition's systems may be compromised by a continuation of that connection.

The Contractor shall identify an appropriately skilled and trained individual to function as the Contractor's Data Security Officer who shall serve as a liaison with the Coalition's security staff to maintain an appropriate level of security for data collected or used under this Contract.

3. Liability for System Failure

The Coalition shall not be liable to the Contractor for a failure of any of the systems or for the degradation or disruption of any connection or system. The Contractor loss or diminution of access to the systems for any reason shall not excuse the Contractor from their obligations under this Contract.

IV. Special Provisions

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ATTACHMENT 2

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.
- (k) **Contract** – An agreement between the Coalition and an individual or organization for the procurement of services.
- (l) **Contractor** - Community Coordinated Care for Children; also, referred to as “Central Agency” or “4-C.” the agency Contracted by the Early Learning Coalition of Southwest Florida, to carry out the daily responsibilities for School Readiness families and Providers served by the Early Learning Coalition.
- (m) **Cost Reimbursement** – A method of payment used to reimburse the Provider for actual expenditures incurred in performing services under the Contract.
- (n) **DCF** – Department of Children & Families.
- (o) **Debarment** – Action that prevents companies and individuals from participating in government contracts, subcontracts, loans, grants and other assistance program.

- (p) **E.E.O** – Equal Employment Opportunity
- (q) **Fiscal Year** – An accounting period of twelve (12) months; July 1st - June 30th.
- (r) **Grantee** – Community Coordinated Care for Children
- (s) **Grantor** - Early Learning Coalition of Southwest Florida, Inc.
- (t) **HIPAA** – Health Insurance Portability and Accountability Act.
- (u) **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.
- (v) **NACCRRRA** – National Association of Child Care Resource and Referral Network, an association of state and local child care resource and referral agencies.
- (w) **Network** – The statewide child care resource and referral network created pursuant to Section 402.27, Florida Statutes.
- (x) **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.
- (y) **OMB** – Office of Management and Budget.
- (z) **Provider** - The individual or facility responsible for the provision of child care services for children.
- (aa) **R&R** – Resource and Referral.
- (bb) **Service Delivery Area** – The geographic area in which the Provider will provide services under this Contract. For the purposes of this Contract, the Service Delivery Area is Southwest Florida and the Southwest Florida Coalition for School Readiness.
- (cc) **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.
- (dd) **VPN** – Virtual Private Network.
- (ee) **Workforce Development Board (WFDB) One-Stop** - The *Career and Service Centers of Southwest Florida* are One Stop Career Centers created to assist

employers and job seekers by connecting employment, education, and training services into an integrated network of resources.

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) **ARRA** – American Recovery and Reinvestment Act
- (e) **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.
- (f) **CEU** – Continuing education units.
- (g) **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.
- (h) **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).
- (i) **CCDCAS** – Creative Curriculum Developmental continuum Assessment System.
- (j) **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.
- (k) **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.
- (l) **Child Assessment** - Uses on-going assessment tool (CCDCAS) to measure gains and identify opportunities for effective learning.
- (m) **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.
- (n) **Direct Services** – Childcare services and early education services that are direct classroom services to eligible children.
- (o) **Dual payment** - Paying two different Providers for the same child, on the same day, for the same period of time.
- (p) **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.

- (q) **Economically Disadvantaged** - Any child whose family income is below one hundred and fifty percent (150%) of the federal poverty level.
- (r) **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.
- (s) **Extended day** - More than eleven (11) hours of care per day.
- (t) **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.
- (u) **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.
- (v) **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.
- (w) **Full-day** - Availability of a minimum of ten (10) hours of School Readiness services per day, including day, night, weekend, and odd hour care.
- (x) **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.
- (y) **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.
- (z) **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”.
- (aa) **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).
- (bb) **Infant Toddler Environmental Rating Scale Tool (ITERS)** – The monitoring tool used to assess infant toddler programs receiving SR funds, both programmatically and/or environmentally.
- (cc) **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.
- (dd) **IACET** – International Association of Continuing Education and Training.
- (ee) **In loco parentis** – Acting as the temporary guardian of a child.
- (ff) **Job training plus educational program** – Training or education designed to provide participants with skill and certification necessary for employment in an occupational area.

- (ee) **Level I** – General developmental screening conducted by the Provider within thirty (30) days of date of birth using the age-appropriate Ages and Stages screening tool.
- (ff) **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.
- (gg) **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.
- (hh) **Market Rate** - The price that a child care provider charges for daily, weekly, or monthly child care services.
- (ii) **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).
- (jj) **Non direct services** – Childcare services and early education services that are not direct classroom services to eligible children.
- (kk) **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.
- (ll) **OCA** – Other Cost Accumulator.
- (mm) **Operational Costs** – One (1) month of operational activities.
- (nn) **Parent** - A parent by blood, marriage or adoption, legal guardian or person standing in loco parentis.
- (oo) **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.
- (pp) **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.
- (qq) **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.
- (rr) **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).
- (ss) **Protective Services (PS)** – Responsible for investigating reports of suspected child abuse and neglect.
- (tt) **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.

- (uu) **School Readiness** - The School Readiness Act in Chapter 411.01. F.S.
- (vv) **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.
- (ww) **Sliding fee scale** - A system of determining the cost sharing by a family based on income and family size.
- (xx) **Slots** - Childcare services and early education services that are direct classroom services to eligible children.
- (yy) **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 diagnosed with mild to moderate emotional problems as certified by a licensed psychiatrist, psychologist or licensed mental health professional.
- (yy) **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.
- (zz) **Summer Day Camp** - Recreational, educational, and other enrichment programs offered only during the summer months when school is in recess.
- (aaa) **TAPP** – Teenage Parent Program
- (bbb) **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.
- (ccc) **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.
- (ddd) **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.
- (eee) **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.]

- (fff) **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.
- (ggg) **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.
- (hhh) **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.
- (iii) **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.
- (jjj) **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.
- (kkk) **T.E.A.C.H (Teacher Education and Compensation Helps)** – Scholarship program for Providers.
- (lll) **Unified Waiting List** - The statewide computer program designed to track the eligible children waiting for enrollment in the school readiness program.
- (mmm) **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.
- (nnn) **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 are 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).
- (ooo) **Working Poor** - Families whose income does not exceed one hundred and fifty percent (150%) of the federal poverty level.

ATTACHMENT 3

AUDIT REQUIREMENTS

The administration of resources awarded by the Agency to the Grantee may be subject to audits and/or monitoring by the Agency as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and section 215.97, Florida Statutes, as revised (see "AUDITS" below), the Agency may conduct or arrange for monitoring of activities of the Grantee. Such monitoring activities may include on-site visits by Agency staff or contracted consultants. By entering into the agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the United States Department of Health and Human Services, the Florida Department of Financial Services, or the Florida Auditor General.

RELATED PARTY DISCLOSURES AND AUDITOR WORKPAPERS ON INTERNAL CONTROLS

The Grantee will ensure that all related party transactions are disclosed to the auditor for inclusion in the audit report footnote disclosures in accordance with the requirements of OMB Circular A-133 and *Generally Accepted Government Auditing Standards*, as published by the United States Government Accountability Office.

The Grantee will also obtain the internal control workpapers from the auditor(s) performing their annual independent financial statement audit. The Grantee will keep these workpapers onsite as part of their financial records and will make these records available for review by the Agency upon request. The Grantee further agrees that, upon request, the Agency will be provided a copy of such audit workpapers as needed.

COMPLIANCE AND REPORTING ON INTERNAL CONTROLS

The Grantee is required to perform a self-assessment of internal controls by completing the annual Internal Control Survey Form. The Grantee shall provide a copy of the completed annual Internal Control Survey Form to the Agency, through the email address FMSAS-OEL@flaawi.com, by September 30 of each grant award period unless other instructions are provided to the Coalition by the Agency.

The Agency will provide the annual Internal Control Survey Form to the Grantee by July 1 of each award period in an electronic format. The annual Internal Control Survey Form will help the Grantee document that the primary objectives of internal controls pertaining to compliance requirements for Federal Programs, including the following, are met, in accordance with OMB Circular A-133 section __.105:

1. Transactions are properly recorded and accounted for;
2. Transactions are executed in compliance with laws, regulations and contract provisions;
and
3. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition.

In addition, the Grantee shall submit an annual Internal Control Certification Form found in Attachment B attesting that it will complete the annual Internal Control Survey Form and that it is in compliance with the requirements of OMB Circular A-133 section __.105.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Grantee is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Grantee expends \$500,000 or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire Grantee organization for the organization's fiscal year. Compliance findings related to contracts with the Agency shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency contract involved. Additionally, the results from the Agency's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.
4. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Agency in effect during the audit period.
5. If the Grantee expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Grantee expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).
6. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub Grantees, in the case of Federal funding provided by the United States Department of Health and Human Services, OMB Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.

7. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

The provisions of this part are applicable if the Grantee is a non-state entity as defined by section 215.97, Florida Statutes (the Florida Single Audit Act).

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and chapter 10.550 (local governmental entities) or chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and as required by PART I of the Agreement shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
 - A. The Florida Agency for Workforce Innovation:
Inspector General
Agency for Workforce Innovation
MSC #130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

Financial Management Systems Assurance Section (FMSAS)

Electronic submission to: to FMSAS-OEL@flaawi.com

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse). Single Audit reporting package for fiscal periods ending on or after January 1, 2008 must be submitted using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- C. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.

- 2. Copies of financial reporting packages required by PART II of the agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

- A. The Florida Agency for Workforce Innovation at each of the following addresses:
Inspector General
Agency for Workforce Innovation
MSC #130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

Financial Management Systems Assurance Section (FMSAS)
Electronic submission to: to FMSAS-OEL@flaawi.com

- B. One paper copy and one electronic copy to the Auditor General's Office at the following addresses:

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

Email Address: flaudgen_localgovt@aud.state.fl.us

- 3. Any report, management letter, or other information required to be submitted to the Agency pursuant to the Agreement shall be submitted in a timely fashion in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

The Grantees and subrecipients, when submitting financial reporting packages to the Agency for audits performed in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/subrecipient in correspondence accompanying the reporting package.

Financial reporting packages shall include: (1) the annual A-133 financial statement audit and all related disclosures, (2) all applicable reports related to the A-133 audit, (3) the management letter provided by the auditor (if any), and (4) any written corrective action plan response required from the Coalition.

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ATTACHMENT 4

ASSURANCES AND CERTIFICATIONS

The Grantor will not award a grant where the Grantee 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 CFR Part 98 and 45 CFR Part 74)
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- D. Drug-free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- E. Certification Regarding Public Entity Crimes (section 287.133 Florida Statutes)
- F. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds (section 411.01(9)(d) Florida Statutes, section 1002.71(1) and (7) Florida Statutes and 45 CFR Part 98.54)
- G. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (section 507, P.L. 103-333)
- H. Trafficking Victims Protection Act of 2000, as amended (section 106 (g) and (22 U.S.C. 7104)
- I. Pro-Children Act of 1994 (part C, P.L. 103-227)
- J. Certification Regarding Subrecipient Monitoring
- K. Certification Regarding Immigration Status
- L. Certification Regarding Standards of Conduct

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.
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 CFR 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.
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;
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 person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F., 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.

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.

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

F. CERTIFICATION REGARDING SEPARATION OF VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM AND SCHOOL READINESS PROGRAM FUNDS, SECTION 411.01(9)(d) FLORIDA STATUTES, SECTION 1002.71(1) AND (7) FLORIDA STATUTES and 45 CFR Part 98.54

The Voluntary Prekindergarten (VPK) Education Program and the School Readiness programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Grantee shall reflect the separation of the expenditure of funds.

The Grantee hereby certifies that:

All School Readiness (Child Care Development Fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue) funds will be expended solely for the operation of the School Readiness programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Grantee. All state general revenue funds awarded for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Grantee.

G. 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.

H. 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.

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

J. SUBRECIPIENT MONITORING

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

K. 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.

L. 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 CFR 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.

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 L, above.

By: _____
Authorized Contractor's Representative

Date

Print Name/Title

INTERNAL CONTROL CERTIFICATION FORM

The Contractor certifies and assures, by checking the items below, that as of July 1 of each grant award period it is in compliance with all elements of the annual Internal Control Certification described below. By completing the annual Internal Control Survey Form, the Contractor also certifies that by September 30 of each grant award period, it will perform a self-assessment as provided electronically by the Agency by July 1 of each award period.

The completed annual Internal Control Survey Form shall be submitted by e-mail transmission to the Coalition:

- Compliance and Reporting for Internal Controls
- Oversight and Monitoring Resolution Process
- Procurement
- Prior Approval Procedures
- Cost Allocation
- Sarbanes Oxley Act (2002)
- Financial Management Systems
- Records Management
- Property Management
- Confidentiality of Data
- Equal Opportunity Procedures
- Electronic Submission of Confidential Data

By: _____
Authorized Contractor's Representative

Date

Print Name/Title

EXHIBIT A

VPK Line Item Budget

TBD

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