

**STATE OF FLORIDA
OFFICE OF EARLY LEARNING
GRANT AGREEMENT**

THIS agreement (the agreement) is between the state of Florida, Department of Education, Office of Early Learning (OEL, the Office) and the Early Learning Coalition of North Florida (ELC), each individually a “Party” and collectively the “Parties.”

WHEREAS, OEL is the designated Lead Agency for the state of Florida, which is the recipient of a Child Care and Development Block Grant (CCDBG) Trust Fund pursuant to 45 Code of Federal Regulations (CFR) part(s) 98 and 99, which is a primary funding source for the School Readiness Program (SR, SR Program); and

WHEREAS, OEL is charged with providing oversight and administration of the SR Program, including the Child Care Resource and Referral (CCR&R) network and the Child Care Executive Partnership (CCEP) Program, as well as responsibility for oversight and administration of the state’s Voluntary Prekindergarten Education Program (VPK, VPK Program); and

WHEREAS, the ELC is a statutorily-created entity designated with the responsibility of administration and implementation of a local comprehensive program of SR Program services and the local administration of the VPK Program; and

WHEREAS, OEL desires to enter into an agreement with each one of the ELCs individually to provide SR Program services and VPK Program services at the local level;

NOW THEREFORE, in consideration of the premises set forth herein, OEL and the ELC agree as follows:

A. Subrecipient determination

The Office has reviewed the criteria pursuant to 2 CFR §200.330, *Subrecipient and contractor determinations*, and determined the ELC is a subrecipient for purposes of this agreement. The ELC acknowledges it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit Requirements*, and Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibit III.

B. Agreement documents

The agreement consists of the following documents:

1. Exhibit I - Special Conditions.
2. Exhibit II - Scope of Work.
3. Exhibit III - Audit Requirements.
4. Exhibit IV - Assurances and Certifications.
5. Exhibit V - ELC CCR&R Office Locations.
6. Exhibit VI - List of Reports.
7. Exhibit VII - ELC Administrative Office Hours and Holidays.

C. Compliance with applicable laws and regulations

1. The ELC shall comply with the following Federal laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the ELC), in the course of performing services under this Grant Agreement:

- 1.1. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 1.2. 2 CFR § 25.110 – Central Contractor Registration (CCR) and Data Universal Number System (DUNS) Numbers.
- 1.3. 45 CFR Part 75, United States Department of Health and Human Services (HHS) Implementation of the Office of Management and Budget’s (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (2 CFR§200).
- 1.4. 45 CFR Part(s) 260-265 – Temporary Assistance for Needy Families (TANF) regulations (related to 2.3).
- 1.5. CCDBG Act of 2014 (Pub L 113-186).
- 1.6. CCDBG Act of 1990, as amended 42 U.S.C. s. 9858 et.seq.
- 1.7. 45 CFR Part 98 – Child Care and Development Fund (CCDF) – Final Rule.
- 1.8. 45 CFR Part 99 – Procedures for Hearings for the CCDF.
- 1.9. CCDF Discretionary Fund governing requirements – Title VI. Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 U.S.C. 9858-9858, et seq.
- 1.10. CCDF Mandatory and Matching Funds –Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 U.S.C. 618.
- 1.11. Other applicable requirements from the Code of Federal Regulations –
 - 1.11.1. 2 CFR part 182 – Drug-Free Workplace Act Common Rule.
 - 1.11.2. 2 CFR Part 376 – Nonprocurement Debarment and Suspension.
 - 1.11.3. 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance).
 - 1.11.4. 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964.
 - 1.11.5. 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.6. 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance.
 - 1.11.7. 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.8. 45 CFR Part 93 – New Restrictions on Lobbying.
- 1.12. American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX) –
 - 1.12.1. Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
 - 1.12.2. Section 1107, Protection for whistleblowers (employees and other individuals).
2. The ELC shall comply with the following State laws and regulations, including any revision to those laws and regulations made after the execution of this Grant Agreement (notification will be provided in writing to the ELC), in the course of performing services under this Grant Agreement:
 - 2.1. Chapter 1002, part V, F.S. –Voluntary Prekindergarten Education Program (VPK).
 - 2.2. Chapter 1002, part VI, F.S. – School Readiness Program (SR).
 - 2.3. Provisions related to SR of the current HHS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (DCF).

- 2.4. Provisions of the current HHS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.
- 2.5. Rule 6A-1.09433, Florida Administrative Code (F.A.C.) – Voluntary Prekindergarten Pre- and Post-Assessments.
- 2.6. Rule 6A-6.03033, F.A.C. – Specialized Instructional Services (SIS) for Voluntary Prekindergarten Children (VPK) with Disabilities.
- 2.7. Chapter 6M-4, F.A.C. – School Readiness Program Rules.
- 2.8. Chapter 6M-8, F.A.C. – Voluntary Prekindergarten Education Program Rules.
- 2.9. Chapter 6M-9, F.A.C. – Early Learning Coalition Rules.
- 2.10. Chapter 69I-5, F.A.C. – Schedule of Expenditures of State Financial Assistance.
- 2.11. Rule 61H1-20.0093, F.A.C., Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 2.12. Chapter 112, F.S., Public Officers and Employees.
 - 2.12.1. Section 112.061, F.S. – Per Diem and travel expenses of public officers, employees and authorized persons.
 - 2.12.2. Section 112.313, F.S. – Standards of conduct for public officers, employees or agencies and local government attorneys.
 - 2.12.3. Section 112.3135, F.S. – Restriction on employment of relatives.
 - 2.12.4. Section 112.3143(1)(b), F.S. – Voting conflicts.
- 2.13. Procurements:
 - 2.13.1. Section 215.971, F.S. – Agreements funded with federal or state assistance.
 - 2.13.2. Section 287.057, F.S. – Procurement of commodities or contractual services.
 - 2.13.3. Section 287.058, F.S. – Contract document.
- 2.14. Chapter 119, F.S., Public Records.
 - 2.14.1. Section 119.01, F.S. – General state policy on public records.
 - 2.14.2. Section 119.07, F.S. – Public Records.
 - 2.14.3. Section 119.0701, F.S. – Contracts; Public Records.
- 2.15. Chapter 286, F.S., Public Business; Miscellaneous Provisions.
 - 2.15.1. Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.
 - 2.15.2. Section 286.0105 – Notices of meetings and hearings must advise that a record is required to appeal.
 - 2.15.3. Section 286.0114 – Public meetings; reasonable opportunity to be heard; attorney fees.
- 2.16. Other state laws and regulations:
 - 2.16.1. Section 11.062, F.S. – Use of state funds for lobbying prohibited; penalty.
 - 2.16.2. Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
 - 2.16.3. Section 20.052, F.S. – Advisory bodies, commissions, boards.
 - 2.16.4. Section 39.201, F.S. – Proceedings related to children.
 - 2.16.5. Section 39.604, F.S. – Rilya Wilson Act attendance and reporting responsibilities.
 - 2.16.6. Section 215.42, F.S. – Purchases from appropriations, proof of delivery.
 - 2.16.7. Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; and dispute resolution.
 - 2.16.8. Section 215.97, F.S. – Florida Single Audit Act.
 - 2.16.9. Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
 - 2.16.10. Section 216.301, F.S. – Appropriations; undisbursed balances.

- 2.16.11. Section 216.345, F.S. – Professional or other organization membership dues; payment.
- 2.16.12. Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
- 2.16.13. Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
- 2.16.14. Chapter 274, F.S. – Tangible Personal Property.
- 2.16.15. Section 286.25, F.S. – Publication or statement of state sponsorship.
- 2.16.16. Section 287.017, F.S. – Purchasing categories, threshold amounts.
- 2.16.17. Section 287.0943, F.S. – Certification of minority business enterprises.
- 2.16.18. Section 287.133, F.S. – Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.16.19. Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
- 2.16.20. Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
- 2.16.21. Section 402.281, F.S. – Gold Seal Quality Care program.
- 2.16.22. Section(s) 402.301- 402.319, F.S. – Child Care facilities provisions.
- 2.16.23. Section 411.223, F.S. – Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- 2.16.24. Section 414.39, F.S. – Fraud.
- 2.16.25. Section 414.411, F.S. – Public Assistance Fraud.
- 2.16.26. Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.16.27. Chapter 427, F.S. – Special Transportation and Communication Services.
- 2.16.28. Section 435.03, F.S. – Level 1 screening standards.
- 2.16.29. Section 435.04, F.S. – Level 2 screening standards.
- 2.16.30. Section 445.032, F.S. – Workforce Services Transitional child care.
- 2.16.31. Section 943.0542, F.S. – Access to criminal history information provided by the department to qualified entities.
- 2.16.32. Florida Department of Financial Services (FDFS) Travel Manual – http://www.myfloridacfo.com/Division/SFM/DOMSEC/documents/State_Travel_Manual_2011-01-15.pdf.
- 2.16.33. [Florida Department of Education \(FDOE\) Travel Policy Manual](#)
- 2.16.34. [Florida Reference Guide to State Expenditures](#).

D. Effective date

The agreement shall be effective on July 1, 2018, or the date on which the last party has signed the agreement, whichever is later.

E. Ending date

The agreement shall end on July 31, 2019, unless the agreement is terminated earlier, extended or renewed as provided herein. All award notifications reflect the beginning and ending dates of the award period. All conditions stated in the grant award, exhibits and attachments are considered binding on the ELC.

F. Funding

Chapter 2018-9 Laws of Florida, Specific Appropriations 84, 85 and 88 provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue, Welfare Transition Trust Fund, and Federal Grants Trust Fund for the programs described in this agreement.

G. No state obligation before starting date or after ending date

The OEL shall not be obligated to pay for costs incurred related to the agreement prior to its effective date or after its ending date.

H. Extension

Subject to agreement by the parties, extension of the agreement for services shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the ELC.

I. Renewal

Upon mutual agreement, OEL and the ELC may renew the agreement, in whole or in part, for a period that may not exceed three years or the term of the agreement, whichever period is longer. The renewal must be in writing and signed by both parties, and it is subject to availability of funds.

J. Grant Manager for the ELC and OEL

ELC's Grant Manager	
Name:	Tajaro Dixon
Title:	Grants and Operations Manager
Address:	
Zip Code:	
Office Phone:	
E-mail Address:	

OEL's Grant Manager	
Name:	James Finch
Title:	Grant Manager
Address:	Office of Early Learning 250 Marriott Drive Tallahassee, Florida
Zip Code:	32399
Office Phone:	(850) 717-
E-mail Address:	

K. Change in grant managers

In the event that any party designates different grant managers after the execution of the agreement, notice of the foregoing information for the new grant manager will be transmitted by email or sent in writing to all of the parties within two weeks of change in grant manager and said notification will be attached to copies of the agreement.

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L. Execution

In consideration of the mutual covenants set forth above and in the exhibits hereto, the Parties have caused to be executed this agreement by their undersigned officials duly authorized. Each person signing this agreement warrants that he or she is duly authorized to do so and to bind the respective party, which has the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if applicable), to ensure proper planning, management and completion of the activities described herein.

ELC of North Florida

By:

Printed Name: Dawn E. Bell

Title: C.E.O.

Date: June 20, 2018

FEIN:

Office of Early Learning

By:

Printed Name: Rodney J. MacKinnon

Title: Executive Director

Date:

FEIN: 59-3474751

Office of Early Learning

Approved as to form and legal sufficiency, subject only to full and proper execution by the parties.

By:

Printed Name: Maggi O’Sullivan Parker

Title: General Counsel

Date:

**EXHIBIT I
SPECIAL CONDITIONS**

A. Accessible electronic information technology

The ELC hereby agrees that by entering into this agreement, ELC will, whenever practicable, collect, transmit and store agreement, program and project-related information in open and machine-readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, *Methods for collection, transmission and storage of information*.

B. Allowable costs

In accounting for and expending grant funds, a recipient and/or subrecipient may only charge expenditures to the grant award if they are:

- (a) in payment of obligations incurred during the approved grant period,
- (b) in conformance with the approved program services,
- (c) in compliance with all applicable statutes and regulatory provisions,
- (d) costs that are allocable to a particular cost objective,
- (e) spent only for reasonable and necessary costs of the program, and
- (f) not used for general expenses required to carry out other responsibilities of the ELC.

C. Assignments

OEL shall at all times retain the ability to assign or transfer its rights, duties or obligations under the agreement to another State of Florida governmental agency; in the event that this occurs, OEL shall give prior written notice to the ELC. The ELC agrees not to assign the responsibility for the agreement to another party without OEL's express written approval. The ELC agrees to notify OEL prior to change to the ELC's early learning programs service delivery provider, if applicable. In the event OEL or a state of Florida agency approves the ELC's transfer of obligations, the ELC retains responsibility for all agreement-related work and expenses. In addition, the agreement shall bind the ELC's successors, assigns and legal representatives to any legal entity that succeeds OEL's obligations. The ELC's agreements and contracts with subrecipients must contain this agreement's special conditions and audit requirements. The ELC's agreements with subrecipients shall only include applicable scope of work provisions of this agreement.

D. Awards and volunteer recognition

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

1. Retiring employees whose service with the ELC has been satisfactory, in appreciation and recognition of such service, as s. 110.1245(3), F.S., describes. Such awards may not cost more than \$100, plus applicable tax, each.
2. ELC employees who demonstrate satisfactory service to the ELC, in appreciation and recognition of such service, per s. 110.1245(4), F.S. Such awards may not cost more than \$100, plus applicable tax, each.
3. Any appointed member of the ELC's board whose service to the ELC has been satisfactory, in appreciation and recognition of such service upon the expiration of such board member's final term, per s. 110.1245(5), F.S. Such awards may not cost more than \$100, plus applicable tax, each.
4. Volunteers who have offered continuous and outstanding service to state-administered programs. The ELC may honor, reward or encourage such volunteers for their service, per s. 110.503, F.S. Such awards may not cost more than \$100, plus applicable tax, each.

E. Background screening

The ELC shall have written policies and agrees to comply with the following:

1. The ELC shall conduct employee background screening in accordance with the requirements in this section (E.).

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2. “Qualified entity,” as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.
3. An ELC is a qualified entity and therefore, shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this agreement screened in a manner consistent with s. 943.0542, F.S.
4. The ELC shall require any subrecipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under the terms of this agreement screened in a manner consistent with s. 943.0542, F.S. The ELC shall ensure that background screening of subcontractors is complete prior to providing services under the contract.
5. The ELC shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the ELC shall maintain on file verification for all ELC personnel and any applicable subrecipient or contractor’s personnel, if applicable and unless excluded as described below, assigned to work on this agreement.
 - 5.1. Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
 - 5.2. The highest level of education claimed, if the position requires.
 - 5.3. All applicable professional licenses claimed, if the position requires.
 - 5.4. Applicable employment history, if the position requires.
 - 5.5. To be in compliance, employee background screenings must be from no earlier than five years before the employees’ ELC employment date.
 - 5.6. The ELC shall update the background screening every five years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this agreement.
 - 5.7. The ELC shall repeat the background screening if there is a 90-day lapse in employment from working on this agreement. The ELC shall rescreen the person before assigning the person to this agreement.
 - 5.8. The ELC shall arrange for and pay all the costs for employee background screenings.
 - 5.9. The ELC shall require each employee it assigns to this agreement to notify the ELC within 10 calendar days of being arrested for any criminal offense.
 - 5.10. The ELC shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this agreement. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
 - 5.11. The ELC shall not allow the employee to return to work on this agreement until cleared of all charges that would exclude the employee under a level 2 background screening.
 - 5.12. ELC board members and volunteers who interact with children on an intermittent basis for less than 10 hours per month are not required to be background screened as long as a person who meets the background screening requirements of the agreement has the board member or volunteer in his or her line of sight during any interaction with children. Background screening costs for board members and volunteers are allowable ELC expenditures.
 - 5.13. The ELC shall require, if applicable, its subrecipient or contractor to:
 - 5.13.1. Notify the ELC within 10 calendar days of an employee being arrested or removed from working on the contract for any criminal offense.

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- 5.13.2.** Review the alleged offense within 48 hours, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on the contract. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
- 5.13.3.** Not permit the employee to return to work on the contract until cleared of all charges that would exclude the employee under a level 2 background screening.
- 6.** Any subrecipient, contractor or subcontractor who does not meet the definition of “Qualified Entity” but who has staff that will perform duties under contract with the ELC and are permitted access to a child care location while children are present, or will have access to confidential information about the children in care or their family shall comply with all of the above.
- 7.** Any contractor or subcontractor who does not meet the definition of “Qualified Entity” and who has staff that will perform duties under this agreement but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or that child’s family is not required to submit its employees to a background screening.
- 8.** Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However, if an ELC contracts with a subrecipient, contractor or subcontractor during the term of this agreement then the policies should be updated to include reference.

F. Breach of security/confidentiality

As defined in Chapter 282.0041 F.S., “Security Incident” means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing that a specific incident is about to occur.

As defined in Chapter 501.171, F.S., “Breach of Security” means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the ELC does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the agreement or subject to further unauthorized use.

As defined in Chapter 282.0041, F.S., “Breach” means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

- 1.** The ELC agrees to comply with s. 501.171, F.S., related to the security of confidential personal information and understands that the ELC for this purpose will be considered a third party agent as referenced in this statutory section.
- 2.** The ELC shall immediately notify the Office’s Inspector General and Information Security Manager of any Security Incident, Breach or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., within 24 hours of the incident the ELC shall provide written notification to the Office’s Inspector General and Information Security Manager that identifies: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the ELC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the ELC has taken or shall take to prevent future similar unauthorized use or disclosure. The ELC shall provide any additional information, including a full written report, as reasonably requested by the Office.
- 3.** If the Office, at its sole discretion, determines that the ELC has failed to comply with any confidentiality provision of this agreement, or determines that prompt and satisfactory

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corrective action has not occurred, the Office has the unilateral right to suspend the agreement until it is satisfied that corrective action has been taken, or terminate the agreement. If this agreement is terminated, the ELC must immediately surrender to the Office all confidential information and copies thereof obtained under the agreement and any other information relevant to the agreement.

4. The ELC understands and agrees that all reasonable fees and costs necessary for the Office to remedy any breach of confidentiality due to the conduct of the ELC, including its employees, subcontractors, agents, affiliates, or any individual within the control of the ELC, shall be the responsibility of the ELC. The ELC shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this agreement.
5. The ELC understands and agrees to the confidentiality and security provisions of this agreement regarding the requirements to safeguard the confidentiality of the information which is the subject of the agreement, and which is considered a material condition of the agreement. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the ELC will be subject to penalties as follows:
 - 5.1. **Criminal Penalties:** The ELC including its employees, agents, contractors, subcontractors, affiliates or any other individual that breaches the confidentiality requirements of this agreement are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s. 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.
 - 5.2. **Civil Remedies:** In addition to criminal sanctions, the ELC including its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this agreement or applicable laws are subject to any and all civil remedies available to the Office and the state of Florida.

G. Confidential data

1. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the state of Florida. See 2 CFR §200.337, Restrictions on public access to records, and 2 CFR §200.82, Protected Personally Identifiable Information (PII), to review federal grant program instructions.
2. The ELC acknowledges that each agency, organization or individual receiving confidential and exempt records in order to carry out official functions must protect the data. Those with access to confidential data must not permit persons other than those authorized to receive the records, to obtain children's or their parents'/guardians' personal identification.
3. The ELC shall develop processes and procedures to secure the confidential data.
4. The ELC, including its employees, subcontractors, agents, or any other individuals to whom the ELC exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of this agreement's terms.

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H. Contingency statement

An annual legislative appropriation determines the state of Florida's payment obligation under the agreement.

I. Cooperation in investigations

The ELC shall fully cooperate with OEL and any other state or federal authorities on any fraud or other types of investigations. This includes, but is not limited to, producing any requested documents and providing witnesses to testify when requested.

J. E-Verify

1. The ELC shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. Failure to do so shall be cause for OEL to unilaterally cancel this agreement. Also, the ELC agrees to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
2. The ELC agrees to provide the Office, within thirty (30) days of the effective date of this agreement, documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)
3. The ELC further agrees that it will require each subcontractor that performs work under this agreement to enroll and participate in the E-Verify program within ninety days of the effective date of the agreement or within ninety days of the effective date of the contract between the ELC and the subcontractor, whichever is later. The ELC shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program and make such record(s) available to the Office upon request.
4. The ELC further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Office.

K. Fiscal and administrative control

The ELC shall neither assign nor subcontract direct fiscal or administrative control or responsibility for the agreement to another party. The ELC shall at no time assign control over administrative functions to any individual or organization other than the ELC. The ELC is solely responsible for maintaining all fiscal records and shall retain direct management of, direct access to, and complete control over all fiscal and administrative functions and records.

1. The ELC may contract with a vendor for general accounting and human resource functions; however, such contracts shall specify that the ELC shall have immediate accessibility to all records and documents. The vendor must, by law, maintain required confidential data.
2. The ELC shall notify OEL within 48 hours that the ELC formally initiated a contract for services' alteration or termination, approached another ELC to discuss a possible merger or directly offered early learning services that another entity previously provided on the ELC's behalf. The ELC shall also notify OEL within 48 hours if the ELC's board approves any motion to alter or terminate a contract for services, approach another ELC to discuss a possible merger or directly offer services that another entity previously provided on the ELC's behalf. A contract for services is a contract for system support or direct enhancement services. Once the ELC's board approves, the ELC shall, at a minimum of 90 days prior to the service transition, submit a School Readiness Program Plan amendment to OEL for review and approval, if appropriate. The School Readiness Program Plan amendment shall outline the transition for

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services. The change may alter the status of relevant portions of the plan from “approved” to “approved with conditions” while the ELC implements its board-approved changes.

3. In emergency situations when the ELC is unable to meet this section’s notice requirements, the ELC shall immediately notify the OEL Financial Administration and Budget Services Manager of any action altering or terminating a contract for services or requiring the ELC to directly offer services another entity previously provided on the ELC’s behalf. For purposes of this section, “emergency situations” are those circumstances that qualify for emergency action under s. 287.057, F.S., and the ELC shall follow the statutory requirements for emergency procurement. The ELC executive director or board chair must prepare a written statement certifying the emergency as valid. The ELC must prepare the written statement of an emergency within thirty (30) days of the contractor or ELC beginning to render the service and must state the particular facts and circumstances that precluded the execution of the written agreement before the rendering of the service.

L. Florida Abuse Hotline reporting

In compliance with s. 39.201, F.S., any employee of the ELC or its subcontractors shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) if the employee knows or has reasonable cause to suspect that a child is:

1. Abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare or that a child is in need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,
2. Abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child’s welfare; or
3. The victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

M. Force majeure and notice of delay from force majeure

Neither OEL nor ELC 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 OEL or ELC or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the party’s control, or for any of the foregoing that affects subcontractors or suppliers if there is no available alternate supply source.

However, in the event of delay from the foregoing causes, the OEL or ELC shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the OEL or ELC’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 to either OEL or ELC under the agreement. In the case of any delay the ELC believes is excusable under this paragraph, the ELC shall notify OEL and describe the cause of the delay or potential delay in writing within ten (10) calendar days after the cause that creates or will create the delay.

The foregoing shall be the ELC’s sole remedy or excuse regarding the delay. The ELC must provide notice in strict compliance with this section to receive the remedy. OEL, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the ELC of OEL’s decision in writing. The ELC shall not assert a claim for damages, other than for an extension of time, against OEL. The ELC is not entitled to an increase in the agreement price or payment of any kind from OEL for direct, indirect, consequential, impact or other costs, expenses

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or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference or hindrance from any cause whatsoever.

If any of the causes this section describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the ELC shall perform at no increased cost, unless OEL determines, in its sole discretion, that the delay will significantly impair the agreement's value to OEL or the state. In which case, OEL may do any or all of the following actions:

1. Accept the ELC's allocated performance or deliveries, provided that the ELC grants OEL preferential treatment for products or services subjected to allocation.
2. Purchase from other sources (without recourse to and by the ELC for the related costs and expenses) to replace all or part of the products or services the delay affects. The OEL may deduct the purchases from the agreement funds.
3. Terminate the agreement in whole or in part.

N. Governing law

State of Florida laws applicable to agreements and contracts implemented and wholly performed within the state shall construe and govern the agreement for all purposes. The judiciary system of the state of Florida shall determine all disputes, claims or any other matters. The venue of any and all actions pertaining to this agreement shall be in Leon County, Florida.

O. Indemnification

The ELC shall be liable for and indemnify, defend and hold OEL and all of its officers, directors, agents and employees harmless from all claims, suits, judgments or damages that arise from the ELC or any of its agents, subcontractors or employees' acts, actions, neglect or omissions during the early learning programs' performance or operations under the agreement or any subsequent modifications thereof. This includes attorney fees and costs. This indemnification holds whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property.

P. Independent coalition status

In the ELC's performance of its duties and responsibilities under the agreement, it is mutually understood and agreed that the ELC is at all times acting and performing as an independent contractor and not as a division or subpart of OEL. Nothing in the agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

Q. Insurance and risk mitigation

1. The ELC shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the agreement and any renewal(s) or extension(s) of it. By execution of the agreement, the ELC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the ELC and the clients to be served under the agreement.
2. The ELC shall maintain errors and omissions insurance on its board members.
3. The ELC shall maintain fidelity bonding of its fiscal personnel.
4. The ELC shall maintain a disaster recovery plan within its continuity of operations plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters. (Reference Exhibit II Scope of Work D.4.).
5. The ELC will have and continuously maintain all other types of insurance as required by law.
6. In the event that any of the coverage described above is canceled by the insurer for any reason, the ELC shall immediately notify the Office of such cancellation and shall obtain replacement coverage acceptable to the Office and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

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7. All insurance policies shall be with insurers qualified and doing business in Florida. The Office shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.
8. In accordance with 2 CFR §200.310, *Insurance Coverage*, the ELC shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds.

R. Intellectual property rights

1. All data OEL creates or the ELC receives from OEL, whether electronic or hardcopy, during the duration of this agreement is OEL's property. The ELC shall surrender it to OEL at no cost to OEL upon expiration, termination or cancellation of this agreement (see 45 CFR §75.322, *Intangible property and copyrights*). The following terms and conditions apply to all grants recipients, unless explicitly waived.
 - 1.1. With respect to all products created by the ELC pursuant to this agreement, said materials will be the property of OEL.
 - 1.2. To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (U.S.C.) 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the ELC shall assign and convey to OEL all rights, title and interest in the product or material and require its employees and subcontractors to do the same.
 - 1.3. The ELC agrees that its employees will not assert any ownership of the product produced pursuant to this agreement. The ELC shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure OEL's rights.
 - 1.4. Any claim by the ELC of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
 - 1.5. The ELC agrees that if it hires any third party to perform any work pursuant to this agreement, the work shall be on a "work for hire" basis and shall not in any way infringe upon OEL's ownership of the product.
 - 1.6. The ELC agrees not to convey any rights in the product to a third party.
 - 1.7. If the ELC hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the ELC and OEL the non-exclusive license to use the product.
2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between OEL and the ELC in order to further the use of the products in the educational community.
3. Pursuant to 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, the ELC agrees that to the extent applicable under this agreement to comply with the following:

That contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: [Rights to Inventions](#). If any discovery or invention arises or is developed in the course or as a result of work or services performed with

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funds from the agreement, or in any way connected with early learning programs, the ELC shall refer the discovery or invention to OEL.

4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, OEL 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.
5. Pursuant to s. 286.021, F.S., and subject to claims of the HHS, any and all copyrights accruing under or in connection with the ELC's execution of its duties under the agreement, funded by early learning program funds, are hereby reserved to the state of Florida.
6. Pursuant to 45 CFR §75.322, the HHS 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 ELC or its sub grantees or contractors purchase with such federal funds.
7. Pursuant to federal and state laws, the ELC will not violate the copyrights of any third party during the performance of the scope of work for this grant award.

The ELC further warrants that as to each deliverable produced pursuant to this award, ELC's production of the deliverable(s), and the Office's use of the deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102 – 105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the ELC additionally warrants the following:

- 7.1. As to each work of software or other "information technology," as defined in s. 287.012(15), F.S., in which copyrights subsist, the ELC has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the deliverable(s).
- 7.2. As to each image and sound recording incorporated into a deliverable, the ELC has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

S. Logo usage

1. ELCs shall only use OEL logos that have been approved by OEL. This section does not apply to ELC logos.
2. ELC shall update electronic OEL logos used locally in electronic materials to the current OEL-released logo within sixty (60) calendar days of release with the exception of the electronic OEL-related logos embedded in the OEL-approved system software. ELC shall notify OEL in writing of any circumstances resulting in a delay in updated logo implementation.

T. Mandatory reporting of fraud and criminal activity

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the ELC and its approved subcontractors must comply with and inform its employees of mandatory reporting requirements. Each employee of the ELC and any subcontractor (subrecipient or contractor) providing services in connection with this Agreement shall disclose to the OEL Inspector General in a timely manner and in writing all violations involving fraud, bribery or gratuity violations potentially affecting this agreement and/or the related federal/grant program(s). OEL is required to

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review and consider any publicly available information about the ELC in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.

U. Membership dues, subscriptions and licensing fees

The ELC shall comply with the terms of s. 216.345, F.S., and 2 CFR §75.454, *Memberships, subscriptions, and professional activity costs*, when incurring costs related to paying membership dues, subscriptions and licensing fees.

Payment information, which must contain a statement that the records of memberships, subscriptions or licenses for which the ELC paid, maintained at the ELC shall be public records pursuant to s. 119.01(3), F.S. The organization paid must provide this statement. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the ELC funded.

V. More restrictive conditions

Pursuant to 2 CFR §200.207, *Specific conditions*, if the ELC is found to be in noncompliance with fund source requirements or determined to be “high risk” by OEL, the ELC shall be subject to the imposition of more restrictive conditions.

W. Notification of legal action

The ELC shall notify OEL of legal actions taken against it or potential actions such as lawsuits related to services provided through this agreement, that may impact the ELC’s ability to deliver the contractual services or that may adversely impact OEL. The ELC shall notify OEL in writing within twenty-four (24) continuous hours of becoming aware of such actions or from the day of the legal filing, whichever comes first.

X. Office of Minority Business Enterprise Report

OEL is dedicated to supporting, tracking and increasing its small minority business enterprise spending with prime contractors and subcontractors as s. 287.0943, F.S., requires. The ELC shall submit the [Minority Sub Contractors Utilization Summary](#) report quarterly, regardless of whether the ELC has spent the funds with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the quarter. See Exhibit VI for report submission location and due date requirements.

Y. Order of precedence

If there is any conflict between the provisions in the agreement and the standards the CCDF State Plan sets forth and federal and state law (in which case, OEL may modify the agreement from time to time), resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. Federal law.
2. State law.
3. The agreement.
4. The CCDF State Plan.

Z. Personnel

1. Changes in key personnel

The ELC shall notify OEL in advance but no later than five (5) working days after any changes in the ELC’s telephone number (parent line and main line), email or physical address or key personnel positions. Key personnel positions include the executive director, the director of program operations and the finance officer. Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six (6) weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement/interim staff. The ELC shall post notices regarding address

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changes or key personnel staffing changes to SharePoint/Coalitions Zone/Executive Services/ELC Staff Changes.

2. Personnel costs – time distribution

The ELC shall base charges to federal projects for personnel costs, whether treated as direct or indirect costs, on payrolls documented in accordance with generally accepted practices from and approved by a responsible official(s) of the contractor/grantee. Such generally accepted practices must comply with the instructions provided in [OEL's Cost Allocation Guidance](#). When employees work on multiple activities or cost objectives (e.g., more than one federal grant program, a federal grant program and a non-federal grant program, an indirect cost activity and a direct cost activity, two or more indirect activities that are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- 2.1. Reflect an after-the-fact distribution of the actual activity of each employee.
- 2.2. Account for the total activity for which each employee is compensated.
- 2.3. Prepared at least monthly and must coincide with one or more pay periods.
- 2.4. Signed by the employee and/or supervisor that has first-hand knowledge of the employee's performed tasks.

AA. Policy Compliance

The agreement requires ELC compliance with the following referenced OEL Program Guidance and with any subsequent revisions, which are hereby incorporated by reference:

1. [Program Guidance 101.02 – Records Confidentiality Policy.](#)
2. [Program Guidance 202.80 – Early Learning Coalition Annual Report.](#)
3. [Program Guidance 240.01 – Cash Management.](#)
4. [Program Guidance 240.02 – Tangible Personal Property.](#)
5. [Program Guidance 240.03 – Collection of Delinquent Accounts.](#)
6. [Program Guidance 240.04 – School Readiness Funds Management.](#)
7. [Program Guidance 240.05 – Prior Approval.](#)
8. [Program Guidance 240.06 – Reimbursement Requests.](#)
9. [Program Guidance 240.10 – Travel.](#)
10. [Program Guidance 240.20 – Tracking Costs for Disaster.](#)
11. [Program Guidance 250.01 – Other Cost Accumulators \(OCAs\).](#)
12. [Program Guidance 300.01 – IT Security Manual.](#)
13. [Program Guidance 300.02 – MOU and Data Security Agreement.](#)
14. [Program Guidance 400.01 – Federal Poverty Guidelines / Sliding Fee Scale.](#)
15. [Program Guidance 404.01 – SR Transfers.](#)
16. [Program Guidance 420.01 – Early Learning Performance Funding Project \(ELPFP\).](#)
17. [Program Guidance 420.02 – Program Assessment.](#)
18. [Program Guidance 440.10 – Match Reporting.](#)
19. [Program Guidance 440.50 – Wrap Rates.](#)
20. [Program Guidance 440.60 – Reporting State Expenditures on Teenage Parent Programs \(TAPP\).](#)
21. [Program Guidance 508.06 – Requirements for VPK Director Credential.](#)
22. [Program Guidance 508.20 – Prohibition Against VPK Providers and Schools Requiring a Child to Enroll for Supplemental Services as a Condition of Admittance in the VPK Program.](#)
23. [Program Guidance 508.21 – Prohibition Against VPK Providers and Schools Requiring Payment of a Fee or Charge for Services Provided in the VPK Program.](#)

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24. [Program Guidance 508.22 – Prohibited Forms of Discrimination in the VPK Program.](#)
25. [Program Guidance 520.03 – Instructional Hours for the VPK Program.](#)
26. [Program Guidance 600.01 – Child Care Resource and Referral Program.](#)

BB. Prior approval requests

The ELC shall request and obtain prior written approval from OEL before purchasing select items of cost in compliance with 45 CFR §75.407 *Prior written approval*, and OEL Program Guidance 240.05 – Prior Approval.

CC. Prohibited entertainment costs

The ELC shall comply with 45 CFR §75.438 (2 CFR §200.438), Entertainment costs, which disallows entertainment costs including amusement, diversion and social activities and any costs directly associated with such activities (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, gratuities).

DD. Prohibited food and food-related costs

Except as otherwise provided by law, the ELC may not use state, federal or local matching funds directly or indirectly to pay for meals, food or beverages for ELC board members, ELC employees or for subcontractor employees (s. 1002.83(12), F.S.).

EE. Prohibited lobbying costs

1. Pursuant to s. 216.347, F.S., no funds awarded under this agreement can be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes. In accordance with 2 CFR §200.415, *Required certifications*, each ELC must certify federal awards will not be used for lobbying.
2. If the ELC has or will pay any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal agreement, grant, loan or cooperative agreement, the ELC shall complete and submit [Standard Form – LLL, Disclosure Form to Report Lobbying](#), according to its instructions.
3. The ELC shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all subrecipients shall certify and disclose accordingly.
4. The certification at Exhibit IV is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. Pursuant to 31 U.S.C. 1352, the ELC is required to submit this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FF. Prohibited property purchases

The ELC may not expend funds appropriated for the SR Program, including matching funds, for the purchase or improvement of land; for the purchase, construction or permanent improvement of any building or facility; or for the purchase of buses. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure that providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.).

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GG. Public entity crimes

1. Convicted vendor list

Sections 287.133(3)(a) and (b), F.S., state that a person or affiliate 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 to construct or repair a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not receive or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

By signing the agreement, the ELC acknowledges that it and any subcontractors or subrecipients receiving early learning program funds through the ELC are operating in compliance with this section and the ELC and any subcontractors are not disclosed on the [Florida Department of Management Services website](#). The ELC understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV.

Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. Prior to contract or agreement execution, the ELC shall also verify that no party to the agreement is on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The ELC shall maintain verification documentation.

2. Discriminatory vendor list

In accordance with s. 287.134(2)(a), F.S., an entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. See s. 287.134(3)(a), F.S.

By signing this agreement the ELC hereby assures, through the duly-appointed authorized representative, that neither it, nor any ELC person or affiliate, has been placed on the convicted vendor list or discriminatory vendor list which can be found on the [Florida Department of Management Services website](#). The ELC understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV.

3. Scrutinized companies lists

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. A company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for a contract in any amount. See s. 287.135(2), F.S.

Any contract the ELC enters into or renews on or after July 1, 2018, for goods or services of \$1 million or more, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as

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provided under s. 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. See s. 287.135(3)(b), F.S. Further, all contracts the ELC enters into or renews on or after July 1, 2018, must also contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In accordance with the provisions of s. 287.135(3) and s. 287.135(5), F.S., the ELC, by signing this Agreement, hereby certifies that the ELC and any actively-contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria and is not participating in a boycott of Israel. The ELC further acknowledges and agrees that the OEL may immediately terminate this Agreement for cause if the ELC is found to have submitted a false certification or if the ELC is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

HH. Public records law compliance, access and confidentiality

1. All ELC 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 ELC to maintain records in a location that is accessible to the public.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Office of Early Learning
250 Marriott Drive
Tallahassee, Florida 32399
(850)717-8550**

PublicRecordsCustodian@oel.myflorida.com

2. In accordance with s. 1002.97, F.S., the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by the ELC or OEL, are confidential and exempt from the provisions of s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
3. In accordance with s. 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under s. 1002.53, F.S., and any personal information contained in those records, are confidential and exempt from s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
4. The ELC shall allow the parent the right to inspect and review the individual SR and VPK program record of his/her child and provide the parent a copy of the record upon request.
5. The ELC shall allow access to SR and VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively.
6. The ELC shall provide the public with access to public records on the same terms and conditions that the Office would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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7. Pursuant to 2 CFR §200.336, *Access to records*, the ELC agrees to provide access by the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the ELC which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
8. Representatives of the Office, the Chief Financial Officer of the state of Florida, the Auditor General of the state of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the ELC as they may relate to this agreement.
9. The ELC shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Office under this agreement.
10. The Office shall have the right to audit the ELC's records and practices related to use and disclosure of confidential information. The ELC agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the ELC on behalf of, the Office available to the Office upon request.
11. The ELC shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

II. Records retention

The ELC shall document activities related to SR and VPK implementation, including administrative and reporting responsibilities. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 CFR §200.333, *Retention requirements for records*. The ELC shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the ELC submit per OEL instructions and makes available for review upon request.

1. The ELC shall have/establish a proper accounting system in accordance with generally accepted accounting standards.
2. The ELC shall account for expenditures from SR and VPK funding separately. The ELC shall require the same of its subcontractors.
3. The ELC shall establish and maintain records related to eligibility, enrollment files, provider payments, ELC staff background screenings and other documents required for implementing early learning programs.
4. The ELC shall establish a five (5) year records retention requirement for attendance and sign-in/sign-out records for all SR and VPK services. The ELC may not alter or amend SR attendance records after December 31 of the subsequent fiscal year. The VPK student enrollment count may not be amended for a prior fiscal year after the date specified in s.1002.71(3)(c), F.S.
5. To comply with generally accepted accounting procedures and practices, the ELC shall establish and maintain books, records and documents, including electronic storage media and electronic records. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and funds.

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6. The ELC shall maintain all accounts, records and other supporting documentation for all SR and VPK services pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five (5) years from the submission date 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.
7. The ELC shall ensure that accounting records reflect the separation of all programs/activities the ELC administers or for which it receives funding. Records shall adequately identify with Other Cost Accumulators (OCA) the source and funding application for each program/activity. The ELC shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity.
8. The ELC shall require that its subrecipients and subcontractors follow the same terms and conditions contained in this agreement. The ELC shall require its subrecipients and subcontractors to enter into and use appropriate nondisclosure agreements as necessary to maintain the data's confidentiality and security. See OEL Program Guidance 300.02 MOU and Data Security Agreement for required form. The ELC shall also require individuals who have access to such data to complete an individual nondisclosure form that the ELC or its contractor shall maintain on file.
9. The ELC shall comply with the records retention requirements in Florida. The [General Records Schedule GS1-SL for State and Local Government Agencies](#) includes the following requirements related to grant files for recipients:
 - 9.1 This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.
 - 9.2 The length of retention for these records in Florida is five (5) years after the completion of the agreement, provided applicable audits have been released. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.
10. The ELC shall develop a procedure to maintain all personnel information relating to employee records and other supporting documentation a minimum period of five (5) fiscal years after the employee's separation or termination of employment. Employee records include, but are not limited to, employment applications, résumés, personnel action reports, correspondence, fingerprints, background screenings, educational background, performance evaluation reports, workers' compensation reports, copies of I-9 forms, benefits records, work schedules/assignments, training records, emergency contact information, and other related materials. The ELC shall retain any records needed beyond the stated retention to calculate postemployment benefits.

JJ. Renegotiation or modification

Agreement provision modifications shall only be valid when they are in writing and all parties have duly signed and dated them.

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KK. Severability

If a court of competent jurisdiction determines any term or provision of the agreement unenforceable, OEL will strike the term or provision. The remainder of the agreement will remain in full force and effect.

LL. Sponsorship/public announcements

1. The ELC agrees to comply with s. 286.25, F.S., and use the following statement in publicizing, advertising or describing the sponsorship of early learning projects the ELC fully or partially finances with state funds or funds from a state agency: “Sponsored by (name of organization) and the State of Florida, Office of Early Learning.” If the referenced sponsorship is in written material, the words “State of Florida, Office of Early Learning” shall appear in the same size letters or type as the ELC’s name.
2. The ELC agrees to comply with Public Law (P.L.) 103-333, s. 508, when the ELC issues statements, press releases, requests for proposals, bid solicitations and other documents describing a project or program that federal money funds in whole or in part. The law requires the ELC and its subrecipients to clearly state the percentage of the total cost of the program or project that federal money will finance, the dollar amount of federal funds used for the project or program, and the percentage and dollar amount of the total cost of the project or program that non-governmental sources will finance.

MM. State and federal requirements

The ELC shall comply with its OEL-approved plan and applicable federal and state laws, rules and regulations when expending funds it receives or earns under this agreement for early learning programs and services.

NN. Supplement, not supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of non-federal funds that would be available in the absence of federal funds, and in no case to replace those federal funds. Federal funds must supplement, add to, enhance, expand, increase, or extend the programs and services offered with state and local funds. Federal funds are not permitted to be used to supplant, take the place of, or replace the state and local funds used to offer those programs and services.

OO. Termination of agreement

Federal and state standards for procurement and contracts administration require all contracts in excess of \$10,000 to discuss events that trigger termination, the manner by which termination shall be effected, and the basis for settlement. See 45 CFR §75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

1. **Termination for lack of funds.** If funds to finance the agreement become unavailable or if the federal or state governments withdraw or redirect funds upon which the agreement depends, OEL may terminate the agreement in writing with no less than 24 hours’ notice. The ELC shall receive notice by certified mail with proof of delivery or in person with proof of delivery after being notified verbally by the OEL grant manager. OEL shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by OEL for cause, the ELC shall be liable for OEL’s expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link](#).

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- 3. Termination for convenience.** OEL, by written notice to the ELC, may terminate the agreement in whole or in part when OEL determines in its sole discretion that it is in the state's interest to do so. The ELC shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
- 4. After receipt of a notice of termination.** Except as otherwise specified by the Office, the ELC shall:
 - 4.1.** Stop work under the agreement on the date of and to the extent specified in the notice.
 - 4.2.** Complete performance of the work not terminated by the Office.
 - 4.3.** Take such action as may be necessary, or as the Office may specify, to protect and preserve any property related to the agreement which is in the possession of the ELC and in which the Office has or may acquire an interest.
 - 4.4.** Transfer, assign, and make available to the Office all property and materials belonging to the Office, upon the effective date of termination of the agreement. No extra compensation will be paid to the ELC for its services in connection with such transfer or assignment.
 - 4.5.** Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

PP. Travel and per diem

Section 112.061, F.S., specifies in what manner the ELC may reimburse all travel-related costs ELC governing board members, employees, agents or subcontractors incur. The statute allows costs for preapproved, reasonable and necessary per diem allowances and travel expenses. The ELC shall reimburse such costs at the standard travel reimbursement rates that s. 112.061, F.S., establishes, using DFS-approved travel forms, and shall comply with all applicable federal and state requirements. The Office requires travel reimbursements be submitted within thirty (30) days of the travel event.

QQ. Unallowable or prohibited expenditures

The [State of Florida Reference Guide for State Expenditures](#), which includes all grant funds, prohibits, unless expressly provided by law, expenditures from program funds for the following items:

1. Congratulatory telegrams.
2. Flowers or telegraphic condolences.
3. Entertaining visiting dignitaries.
4. Refreshments such as coffee and doughnuts.
5. Decorative items (e.g., globes, statues, potted plants, picture frames).
6. Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited.

RR. Unauthorized Alien(s)

The ELC agrees it shall not employ unauthorized aliens. The Office shall consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this award by the Office.

SS. Warrant of ability to perform

The ELC 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 ELC's ability to perform under the agreement. The ELC shall immediately notify OEL in writing if its ability to perform is compromised in any manner or if it becomes involved in any litigation during the term of the agreement.

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TT. Whistleblower's Act

In accordance with s. 112.3187, F.S., the ELC shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, the ELC shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The ELC shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353. Additional local ELC whistleblower policy and procedures also apply.

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EXHIBIT II

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A. General statement

1. Purpose and general information

This agreement establishes terms and conditions with which the ELC agrees to comply in exchange for federal and state funds from OEL. Within its service area, the ELC shall operate the VPK Program and the SR Program, which includes the CCR&R Network, the Inclusion Warm-Line Program, child eligibility and management of child care placements, the ELPPF, additional quality enhancement services and the CCEP Program. The ELC shall comply with federal and state statutes or rules superseding the provisions of this agreement.

OEL, at its sole discretion and upon written request by the ELC, will consider offering an extension for any listed tasks, timelines, or deliverables. Notification of any deliverable extension granted shall be provided in writing by the OEL grant manager to the ELC.

2. Funding and budget

OEL shall notify the ELC of its funding allocations under the agreement by way of Notice of Award (NOA). OEL shall provide an NOA, which will state the award period, to the ELC for the SR and VPK Programs. Noncompliance with the terms and conditions of this agreement and the NOA may result in the ELC losing grant funds or the OEL suspending or terminating the agreement or disallowing costs. OEL has the authority to amend the ELC's NOA to reallocate funds.

3. Major goals

- 3.1. Develop a comprehensive, research-based, developmentally appropriate, state and local SR Program, which involves the parent as the child's first teacher, serves as a preventive measure for children at risk of future school failure, and enhances the educational readiness of young children. The SR Program should be of assistance to parents in preparing their children, who may be at risk, for educational success, including, as appropriate, early care and education, health/developmental screening and referral.
- 3.2. Make the SR Program available to families, based on eligibility or other factors, in a variety of settings (e.g., private, faith-based, family child care, public) to meet each family's needs.
- 3.3. Help economically disadvantaged, working families afford quality early learning services.
- 3.4. Enable eligible parents to participate in workforce training, pursue higher education and remain in the workforce so that they may achieve economic self-sufficiency.
- 3.5. Offer training, technical assistance, consumer education and information to providers and families about child development and other topics related to early learning and community resources, as appropriate.
- 3.6. Facilitate a coordinated system of care for children impacted by these programs.
- 3.7. Provide a statewide pay for performance funding initiative that
 - 3.7.1. Increases payment rates for providers that exhibit quality.
 - 3.7.2. Incorporates local participation in supports that increase the quality of early learning experienced by children in the SR Program.
 - 3.7.3. Generates statewide data used to target quality improvement.
- 3.8. Assist and support VPK and SR providers' capacity to address and enhance each child's ability to make age appropriate progress in an appropriate range of settings. This development should include, but not be limited to language, cognitive capabilities, emotional, social, regulatory and moral capacities.
- 3.9. Ensure contracted providers are compliant with all statutes and rules governing the SR Program and/or VPK Education Program and issuing corrective action for noncompliance.

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B. Terms and definitions

1. **Accountability Monitoring Report** – Annual report that identifies monitoring observations about the coalition’s overall administration and implementation of early learning programs in the areas of Coalition Governance (CG), Operations and Program Management (OPM), Child Care Resource and Referral (CCR&R), Educational Services Delivery (ESD), School Readiness (SR), Voluntary Prekindergarten (VPK), and Data Accuracy (DA). The report informs on whether or not the coalition met service delivery and operational requirements or was non-compliant. For non-compliant observations, the report identifies recommended corrective actions that may include questioned costs that result in repayment by the ELC.
2. **Bright Beginnings Online Reporting System** – A Web-based online information system supported by the Office of Early Learning that houses the online reporting system for the VPK Assessment. The system provides VPK administrators and teachers with a user-friendly tool to track children’s progress in attaining the skills based on the Standards for Four-Year-Olds, inform instructional strategies and provide assessment reporting for parents and other stakeholders.
3. **Child Care Authorization Form** – Form granting authorization for SR services, distributed from local referring agencies to families meeting requirements of the following SR priorities including:
 - 3.1 A child younger than 13 years of age from a family that includes a parent who is receiving temporary cash assistance under chapter 414 and subject to the federal work requirements.
 - 3.2 An at-risk child younger than 9 years of age.
 - 3.3 A child of a parent who transitions from the work program into employment as described in s. 445.032 from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2.
 - 3.4 An at-risk child who is at least 9 years of age but younger than 13 years of age. An at-risk child whose sibling is enrolled in the school readiness program within an eligibility priority category listed in s. 1002.87 (1) paragraphs (a) and (b) and subparagraph (c)1 shall be given priority over other children who are eligible under this paragraph.
 - 3.5 A child of a parent who transitions from the work program into employment as described in s. 445.032 who is younger than 13 years of age.
4. **Child Care Executive Partnership (CCEP) Program** – The CCEP program extends child care availability through dollar-for-dollar matching funds from local governments, employers, charitable foundations and other sources. ELCs with committed matching funds may apply for CCEP participation (s. 1002.94, F.S.). The CCEP program is a public/private partnership program that helps employers meet the needs of a growing segment of their work force – working parents. Through the program, federal and state funding is “matched” with contributions from local governments, charitable foundations and/or private businesses on a dollar-for-dollar basis to provide child care services to participating families. The program helps communities expand child care funding for lower-income working families and helps employers increase profits by providing valuable work-life benefits for employees. The program’s annual budget, fund distributions and policy decisions about administering the program are prepared at the state level. At the local level, ELCs make funding decisions, administer the program, manage contributions and determine eligibility for families who want to participate.

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- 5. Child Care Resource and Referral (CCR&R) Network** – A free service for any family living in or preparing to move to Florida that helps families identify and select quality child care and early education programs and offers consumer education and community resources. ELCs provide resource and referral services for families and childcare providers in their local areas. These local resource and referral programs:
- 5.1** Act as the “front door” to families, providing early learning information and referrals and community resources.
 - 5.2** Verify legally operating provider information is up-to-date in its service area within the SSIS, in accordance with Rule 6M-9.300, F.A.C..
 - 5.3** Provide consumer education and other information regarding available community resources and financial assistance programs to all families, including those applying or recertifying for SR or VPK programs, families placed on the waitlist for services, and families with children who have disabilities or special healthcare needs.
 - 5.4** Offer start-up and on-going training and technical assistance for providers.
- 6. Child eligibility** – Managing child care placement services to allow eligible families and children to receive the determined level of child care services. The ELC or contracted subrecipient determines eligibility for the SR and VPK Programs and manages the families’ and children’s program participation.
- 7. Classroom Assessment Scoring System (CLASS[®], CLASS)** – An observation-based program assessment instrument and associated system that measures teacher-child interactions. CLASS is a registered trademark of Teachstone Training, LLC.
- 8. Composite CLASS score** – A score determined by averaging 50% of CLASS observations by care level at a participating provider including each CLASS dimension except Negative Climate.
- 9. Coalitions Services Portal** – The core component of the Single Statewide Information System (SSIS) used to process the VPK and SR applications from the Family Portal and process provider applications, agreements and attendance records from the Provider Portal.
- 10. Contracted Slot** – A child care slot established within a contract between the ELC or its subcontractor and SR provider guaranteeing funding, potentially at an increased provider payment rate.
- 11. Data Universal Numbering System (DUNS)** – Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing and purchasing decisions. The federal government’s Office of Management & Budget has adopted the use of the DUNS numbers to keep track of how federal grant money is awarded and disbursed.
- 12. Department of Children and Families (DCF)** – State of Florida Department statutorily responsible for the administration of child care regulation throughout Florida.
- 13. Direct services** – SR Program child care services or VPK educational program services that an approved, contracted provider delivers.
- 14. Disbursement** – Payment made in cash, by check or via electronic means.
- 15. Disenrollment** – Removing, either temporarily or permanently, a child from SR Program participation.
- 16. Early Learning Coalition (ELC)** – Part of a system of statutorily-created local not-for-profit entities in Florida that implement early learning programs at the local level including, but not limited to, the SR Program, CCR&R, CCEP Program and the VPK Education Program.

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- 17. Early Learning Performance Funding Project (ELPFP)** – Legislatively funded initiative funded from the Child Care and Development Block Grant Trust Fund provided for Early Learning Performance Based Incentives to be allocated based on a methodology approved by the Office of Early Learning to award child care providers and instructors for improving School Readiness Program outcomes. The ELPFP funds are administered by the Office of Early Learning in coordination with the early learning coalitions to provide consistent standards and leverage community efforts to support a coordinated statewide system of quality.
- 18. ELPFP Provider Contract** – The contract between the ELC and a participating ELPFP provider that establishes the provider’s participation tier and sets forth the terms and conditions for delivering the ELPFP-related tasks and deliverables required for the designated participation tier.
- 19. ELPFP System** – Web-based application managed and maintained by OEL used by OEL and ELCs to manage ELPFP provider applications and ELPFP provider contract deliverables submitted into the system by participating ELPFP providers under the terms and conditions of the agreement and ELPFP provider contract. See <http://earlylearningpfp.fldoe.org/>.
- 20. Family Engagement** – Conscious effort of the parent and/or other family member to engage in a child’s education and development by promoting positive behaviors and ensuring the child’s well-being.
- 21. Family Portal** – The component of the Single Statewide Information System (SSIS) through which parents can, at a minimum, register for an account, prequalify for the SR Program, complete a SR application, complete a VPK application, request CCR&R services, once available, and manage their family account.
- 22. Fiscal Monitoring Report** – Report that identifies monitoring observations about the coalition’s overall financial management of early learning programs in the areas of financial management systems; internal control environment; cash and revenue management; OEL Single Statewide Information System (SSIS) reporting and reconciliation (if applicable); prepaid program items (if applicable); cost allocation and disbursement testing; travel; purchasing; contracting and subrecipient monitoring. The report informs on whether or not the coalition met financial management requirements or was non-compliant. For non-compliant observations, the report identifies recommended corrective actions which may include questioned costs that result in repayment by the ELC.
- 23. Grant manager** – OEL’s employee responsible for enforcing the performance of agreement terms and conditions and the ELC’s employee responsible for compliance with the agreement terms and conditions. The grant managers serve as the primary point of contact for this grant through which agreement information flows between OEL and the ELC.
- 24. Inclusion Warm-Line Program** – A free support, information, and referral service regarding the inclusion of children with special needs and/or disabilities. This service is available to any early care and education provider or parent.
- 25. Obligations** – The amounts for orders placed, contracts awarded, services received or for similar transactions during the agreement period, which will require payment during the same or a future period.
- 26. Office of Early Learning (OEL)** – OEL is the lead agency for the CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, the SR Program (CCDF), the CCR&R Program, the CCEP Program and the VPK Education Program.
- 27. Other Cost Accumulator (OCA)** – OCAs are indicators for tracking state and federal fund expenditures.

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- 28. Monitoring** – Actions, activities and practices OEL uses to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules and regulations.
- 29. Notice of Award (NOA)** – The official legally binding award document issued to the ELC by OEL that: (1) notifies the ELC of the level of funding awarded under this agreement; (2) contains or references all the terms and conditions of the funding including the award service period, targeted funds and restrictions; and (3) provides the documentary basis for recording the obligation of funds awarded under this agreement in the ELC and OEL accounting systems.
- 30. Prior approval** – OEL’s written approval evidencing consent before the ELC undertakes certain activities or incurs specific costs per 2 CFR §200 and OEL Program Guidance 240.05 – Prior Approval.
- 31. Program income** – Additional revenues available for grant purposes that have been earned as a result of a grant-funded activity or as a result of the grant agreement. Program income includes, but is not limited to, income from fees for services performed (e.g., background screening, training workshops), funds generated from the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds.
- 31.1** Program income funds must be spent in the program period earned and before additional grant program funds are requested for reimbursement from OEL.
- 31.2** Costs incident to the generation of program income may be deducted from the additional revenues to determine program income, provided these costs have not been charged to the award. Deductions of such costs require prior approval from the OEL.
- 32. Provider Listing (Referral)** – Linking a family with the appropriate community resources and available child care service providers in their area that best meet the family’s needs.
- 33. Provider Portal** – The component of the Single Statewide Information System (SSIS) through which providers can, at a minimum, register for an account, complete a Form OEL-SR 20, Statewide School Readiness Provider Contract, complete a Form OEL-20 Statewide Voluntary Prekindergarten Provider Contract, complete their provider profile and annual update process, review and/or edit attendance rosters, and submit attendance rosters to the coalition for payment processing.
- 34. School Readiness Program Plan (Coalition Plan)** – The document that outlines how the ELC will implement the delivery of SR in its local service area. Section 1002.85(2), F.S., specifies the plan’s required components.
- 35. School Readiness (SR) Program** – The SR Program offers financial assistance to low-income families for early education and care so they can become financially self-sufficient and their young children can be successful in school in the future. The SR program is also responsible for the quality enhancement/improvement of early learning providers/practitioners.
- 36. Single Point of Entry (SPE)** – The process established under s. 1002.81(14), F.S. The SPE allows parents to access CCR&R services and to apply for SR and VPK Programs through the Family Portal. The SPE is the access point for the unified waiting list. If funding is not available, children eligible for the SR program will be placed on the uniform waiting list.
- 37. Single Statewide Information System (SSIS)** – The OEL-designated single statewide information system used to capture and provide critical information to early learning coalitions, parents, partners and providers.

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- 38. Subrecipient** – A non-state entity that receives federal/state financial assistance directly from OEL or the ELC to provide goods and/or services that demonstrate the contract relationship characteristics that 2 CFR §200.330, *Subrecipient and contractor determinations*, describes.
- 39. Vendor/Contractor** – A dealer, distributor, merchant or other seller providing goods or services required for the performance of the agreement. These goods or services may be for an organization's own use or for the use of beneficiaries of the agreement. 2 CFR §200.330, *Subrecipient and contractor determinations*, describes the characteristics defining a vendor/contractor relationship.
- 40. Voluntary Prekindergarten (VPK) Education Program** – A free educational program that prepares age-eligible children for success in kindergarten and beyond. To be eligible, children must live in Florida and be 4-years-old on or before September 1 of the program year. Parents whose children are born from February 2 through September 1 of a calendar year may choose to enroll their child in VPK either that year or the year their child turns five (5). The program helps children develop skills and knowledge consistent with the performance standards adopted for use in VPK. Children who are participating in the Gardiner Scholarship Program (formerly the Florida Personal Learning Scholarship Account (PLSA) program) are not eligible to participate in VPK. Eligible private child care centers, private schools, family day care homes, large family child care homes and public schools may offer VPK. VPK Specialized Instructional Services (SIS) is offered for children with individual educational plans (IEPs). Parents can choose from one of the following programs:
- 40.1** School-year program – 540 instructional hours. Class sizes of 20 or fewer students. At a minimum, instructors must hold a Birth through Five Florida Child Care Professional Credential or equivalent. VPK instructors with less than an Associate's degree are also required to have specified standards and emergent literacy training.
- 40.2** Summer program – 300 instructional hours. Class sizes of 12 or fewer students. Instructors must hold a bachelor's degree in a specified area and/or teacher certification.
- 40.3** SIS program – VPK Specialized Instructional Services offered must be consistent with the child's IEP developed by the local school district. Hours vary by instructional services provided and SIS provider cost. Children with an IEP may take part in either a school-year program, summer program, or VPK SIS program. Eligible children can participate in VPK SIS program during either the school-year or the summer. SIS providers are individuals who may be from a pre-approved category or separately approved through the process outlined in Rule 6A-6.03033, F.A.C.
- 41. WELS** – The SaaS Web-based Early Learning System that serves as the early learning classroom support system where CLASS observers upload CLASS observation data, available to the ELC, that WELS uses to generate an ELPFP provider's CLASS composite score, if applicable, and individual classroom improvement plans used as the basis for TA visits with participating ELPFP providers.

C. Manner of service provision

The ELC shall perform the services of this subsection in accordance with the service period stated in the Notice of Award.

1. Website

- 1.1.** The ELC shall have and maintain a public-facing website current with SR and VPK program information in accordance with OEL Program Guidance 600.01 – Child Care Resource and Referral Program Requirements.
- 1.2.** The ELC shall have and maintain current CCR&R, SR and VPK contact information on its

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- websites, to include administrative contacts, phones numbers, and hours of operation.
- 1.3. The ELC shall maintain hyperlinks on its websites with the web addresses for the Family Portal and Provider Portal as designated by OEL.
 - 1.4. The ELC shall provide direct access from the home page of its website for providers and parents to apply for SR and VPK programs (no more than one mouse-click from the coalition's home page of its website to get to the Family Portal and Provider Portal).
 - 1.5. The ELC will verify monthly that its contact information on its webpage is accurate.
 - 1.6. The ELC shall notify OEL twenty-four (24) hours prior to any changes in its URL at Service.Desk@oel.myflorida.com.
 - 1.7. The ELC shall notify OEL at Service.Desk@oel.myflorida.com within twenty-four (24) hours of an unintended service disruption in its URL.
- 2. Single Point of Entry (SPE)**
- 2.1. The ELC shall utilize the Coalition Services Portal to process VPK and SR electronic applications and manage the waiting list in compliance with Rule 6M-4.300, F.A.C.
 - 2.2. The ELC shall utilize the Coalition Services Portal to process provider accounts, SR and/or VPK contracts, attendance rosters and payment processing (once available).
 - 2.3. The ELC shall review submitted SR applications within twenty (20) calendar days of receipt.
 - 2.4. The ELC shall use the SSIS to verify and document each parent/guardian and child's potential eligibility in the "Waiting" status at least once every six (6) months based on the parent/guardian's last revalidation date.
 - 2.5. The ELC shall verify that notifications of revalidation requirements are sent to families at least thirty (30) calendar days before the revalidation date. The ELC shall document families who do not revalidate eligibility and change their record status from "Waiting" to "Terminated."
 - 2.6. The ELC shall designate at least one system administrator to manage coalition user and coalition administrator accounts (user accounts) for the Coalition Services Portal. The ELC shall manage user accounts at the local level. Only current staff members may hold user accounts and may not share accounts.
- 3. Single Statewide Information System (SSIS), data, reporting and security**
- 3.1. The ELC shall use the OEL-established SSIS for managing the single point of entry process and waiting list, tracking children's progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK programs, tracking child attendance and streamlining provider administrative processes.
 - 3.2. The ELC shall verify and document, on a monthly basis, in OEL's SSIS that the ELC includes all legally operating early learning providers within the ELC's service area listed on the DCF Master Facilities and Homes list.
 - 3.2.1. OEL shall verify compliance with this requirement in two ways. First, OEL will compare data input into OEL's SSIS to the data in the state or local licensing database. In the case of discrepancies between the databases, second, OEL will review notes the ELC made in the SSIS or a survey provider submitted regarding reasons for the discrepancy.
 - 3.2.2. If the ELC can provide justification for the discrepancy, the ELC is in compliance with this requirement.
 - 3.3. The ELC shall verify and document, on a monthly basis, that the ELC reconciled its financial records for child care provider payments between the ELC accounting system and

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the statewide information system. The ELC shall reconcile within sixty (60) days in arrears from the close of each monthly reporting period.

- 3.4. The ELC shall comply with all OEL standard codes and definitions for all early learning programs contained in the most current version of [OEL's Standard Codes documents](#).
- 3.5. The ELC shall comply with OEL Program Guidance 101.02 – Records Confidentiality.
- 3.6. The ELC shall comply with OEL data correction requests or data cleansing activities within the agreed upon time frames.
- 3.7. The ELC shall comply with any OEL-required data analysis, definition and standardization activities within the agreed upon time frames.
- 3.8. The ELC shall provide OEL permanent access to any server the ELC uses to locally host the SSIS to meet data reporting requirements and access to information the ELC or its contractors maintain.
- 3.9. Once the SSIS is implemented, the ELC must have its local EFS instance migrated to the OEL's environment at the state primary data center, within 45 calendar days of receipt of notification from OEL.
- 3.10. The ELC shall communicate to OEL any enhancement requests to the OEL SSIS in writing to the SharePoint site until notified of a different process by OEL.
- 3.11. The ELC shall participate in SSIS conference calls.
- 3.12. The ELC shall communicate any SSIS-related issues to OEL's application and data services unit, service.desk@oel.myflorida.com.
- 3.13. The ELC shall ensure the security of all early learning program management data systems and the confidentiality of data stored in these systems. This includes data systems OEL provides and maintains and all other data systems the ELC purchases, contracts for or creates.
- 3.14. The ELC shall comply with the OEL Program Guidance 300.01 – IT Security Manual.
- 3.15. The ELC shall demonstrate due diligence in safeguarding its information resources pursuant to the Computer-Related Crimes Act, Chapter 815, F.S.
- 3.16. The ELC shall ensure that each coalition employee, contracted individual, or other individual with access to the ELC's data systems shall complete and sign [OEL's Memorandum of Understanding and Data Security Agreement](#) prior to accessing the ELC's data system. The ELC shall maintain a copy of the completed form. If the individual is not an ELC employee, the individual's place of employment shall maintain the form.
- 3.17. The ELC shall participate in routine OEL-conducted data security reviews.

4. Child Care Resource and Referral (CCR&R) Network

_____ **Initial here** if SR Program CCR&R services are performed directly by the ELC.

_____ **Initial here** if SR Program CCR&R services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient contract along with the executed grant agreement.

- 4.1. The ELC shall establish and maintain at least one CCR&R office in the ELC's county or multicounty region to provide information and access to child care, community resources and consumer information without showing preference or bias for or against any type of or individual child care provider. It shall assist parents on how to identify quality programs and in making informed choices. Additionally, the ELC shall provide training and technical assistance to current and potential child care providers and employers seeking to expand their employees' child care opportunities. CCR&R services shall comply with program requirements established by the state network office.
- 4.2. The ELC shall provide CCR&R office location(s) and hours of operation in [Exhibit V](#).

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- [ELC CCR&R Office Locations](#) and services shall comply with Rule 6M-9.300, F.A.C.
- 4.3. The ELC's CCR&R data shall identify all legally operating childcare and early childhood education service providers within its service area. These shall, if appropriate, include public and private employer child care, family child care home, large family child care home, public and private child care, VPK Education programs, SR services, special education programs for children with disabilities, full-time and part-time programs, and before- and after-school programs. The ELC shall also develop and maintain a directory of community resources that at minimum contains parent education programs, financial assistance programs including the temporary cash assistance program, and related community and social services resources. The directory may be maintained in a format that best meets the coalition's needs. The ELC shall develop and maintain a resource file of these programs and services through the SSIS. Resource file data elements shall include, but are not limited to, the following:
 - 4.3.1. Type of program.
 - 4.3.2. Hours of service.
 - 4.3.3. Ages of children served.
 - 4.3.4. Number of children served.
 - 4.3.5. Program information.
 - 4.3.6. Fees and eligibility for services.
 - 4.3.7. Availability of transportation.
 - 4.4. The ELC shall, at minimum, annually certify that provider information housed in the SISS is updated and accurate. The request for updated information begins June 1. By the last business day in May, the ELC shall verify the provider profile information of all legally operating providers in its service area is up-to-date in the SSIS.
 - 4.5. The ELC shall submit data, reports and staff evaluations for administering the CCR&R Program as OEL requires. The data and reports will conform to the timeline, content, and format OEL specifies.
 - 4.6. The ELC shall designate an OEL-certified CCR&R coordinator to serve as the point of contact for the state CCR&R network. In accordance with OEL Program Guidance 600.0 – Child Care Resource and Referral Programs, the designated coordinator must be certified through successful completion of the CCR&R Coordinator Evaluation within four months of being designated or employed as the coordinator.
 - 4.7. The ELC-designated coordinator or other CCR&R staff shall participate in OEL CCR&R conference calls and webinar trainings as scheduled. If the ELC-designated coordinator or other CCR&R staff cannot participate in a conference call or training, an ELC representative must review minutes from the conference call or training, as applicable. As ELC funds allow, designated CCR&R staff shall also attend OEL regional or statewide trainings.
 - 4.8. The ELC shall offer all contracted child care providers and potential providers training and technical assistance. Technical assistance shall include, but not be limited to, information on initiating new child care services, information to maximize the provider's ability to serve children, financial assistance programs, zoning, program requirements and budget development.
 - 4.9. The ELC shall offer training and technical assistance to employers to improve their community child care resources, consumer education knowledge, and their ability to support working families.
 - 4.10. The ELC shall provide families and employers information and guidance on subsidy

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- programs and other financial assistance including, but not limited to, the VPK Education Program, the SR Program, Head Start Programs, private funding programs, the federal child care and dependent care tax credit, and other statewide or local community resources.
- 4.11. The ELC will assist families with identifying local community resources, accessing consumer education, identifying summer camp programs and identifying creative child care options or other special arrangements with providers.
 - 4.12. The ELC shall follow the OEL-established CCR&R process, as outlined in Rule 6M-9.300, F.A.C. and the CCR&R Reference Guide, for generating child care listings and providing consumer education and community resources to individuals requesting services. The ELC shall maintain documentation of requests for services and responses to requests for services. These include phone records, office visit sign-in logs, completed surveys and applications, referral documents, and accurately-completed personnel activity reports. The ELC shall compile CCR&R services requests data in the SSIS. Information recorded in the SSIS for CCR&R customer data shall include:
 - 4.12.1. The number of calls and contacts to the CCR&R by type of service requested.
 - 4.12.2. Age of children for whom services are requested.
 - 4.12.3. Location, day and time categories for needed child care services.
 - 4.12.4. Special time categories such as nights, weekends and swing shifts.
 - 4.12.5. Type of program requested such as child care center, family child care home, or after-school program.
 - 4.13. The ELC shall provide, to all individuals requesting services and who do not decline, child care provider listings and consumer information within three (3) business days of the request date, and in the format requested by the individual. The consumer information shall consist of consumer education, community resources and other materials outlined in Rule 6M-9.300, (6) and (7), F.A.C.
 - 4.14. Prior to the last business day in August, the ELC shall annually submit an accessibility report, pursuant to Rule 6M-9.300(4), identifying how CCR&R services are made available to all individuals within its service area, including individuals who have limited access to telephone services, internet services, or transportation. The report shall be submitted in the format designated annually by the Office.

5. Inclusion Warm-Line Program Services

_____ **Initial here** if SR Program Inclusion Warm-Line services are performed directly by the ELC.

_____ **Initial here** if SR Program Inclusion Warm-Line services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement with the executed grant agreement

- 5.1. The ELC shall establish Inclusion Warm-Line services for receiving and responding to technical assistance requests related to the inclusion of children with disabilities and other needs. These services should include, at a minimum, a process for:
 - 5.1.1. Identifying potential needs.
 - 5.1.2. Gathering information that could further identify evaluation needs and provision of supports and/or referrals such as creating access to multiple screening tools.
 - 5.1.3. Identifying a multidisciplinary team (parents, providers, CCR&R Specialists, Inclusion Specialists) to plan for any identified needs and follow up, if needed.
 - 5.1.4. Referrals.
- 5.2. The ELC shall participate in OEL conference calls and webinar training as scheduled. If an ELC representative cannot participate in conference calls, an ELC representative must review minutes from the conference call. As ELC funds allow, designated staff shall also

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attend OEL regional or statewide training.

- 5.3. The ELC's Inclusion Warm-Line staff shall provide onsite technical assistance when child care facilities and family child care homes request.
- 5.4. The ELC shall maintain documentation for requests for Inclusion Warm-Line services and request for services responses. These include phone records, office visit sign-in logs, completed surveys and assessments, follow-up assistance case notes and accurately completed personnel activity reports.
- 5.5. The ELC shall submit data, reports and staff evaluations for Inclusion Warm-Line services administration as OEL requires. The data and reports will conform to the timeline, content, format and standard codes OEL specifies and shall include trainings facilitated, screenings completed, and any other relevant information used for making targeted technical assistance.
- 5.6. The ELC's Inclusion Warm-Line staff shall collaborate with CCR&R staff to provide family supports that meet the needs of families of children with special needs, which may include:
 - 5.6.1. Providing relevant resources to families.
 - 5.6.2. Offering technical assistance about policies and procedures regarding the Individual with Disabilities Education Act and Americans with Disabilities Act and/or referring families to other community partners.
 - 5.6.3. Offering information that empowers parents to become partners in their child's learning.

6. School Readiness Program

6.1. SR Child eligibility

_____ **Initial here** if SR Program child eligibility services are performed directly by the ELC.

_____ **Initial here** if SR Program child eligibility services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

- 6.1.1. The ELC shall determine eligibility for children to receive the determined level of child care services in accordance with Chapter 6M-4, F.A.C.
- 6.1.2. The ELC shall comply with s. 1002.87, F.S., to provide SR services to eligible children.
- 6.1.3. Upon receipt of a Child Care Authorization Form for child care services for at-risk children or children of families receiving TANF or transitioning off TANF, the ELC shall act upon the Child Care Authorization Form within ten (10) calendar days of receipt to determine eligibility for SR services. The ELC shall validate the Child Care Authorization Form through direct contact with the referring entity. The ELC validation shall be documented in the SSIS and include the name of the contact person from the referring entity.
- 6.1.4. The ELC shall make eligibility determinations for new and redetermination applicants within ten (10) calendar days of receipt of the application and supporting documentation.
- 6.1.5. The ELC shall record the following data items in the SSIS that include but are not limited to the following:
 - 6.1.5.1. Child Care Authorization Form (if applicable).
 - 6.1.5.2. Authorized care hours.
 - 6.1.5.3. Eligibility period and redetermination date.

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- 6.1.5.4. Child's age.
 - 6.1.5.5. Residency.
 - 6.1.5.6. U.S. citizenship/immigration status of child.
 - 6.1.5.7. Family unit income.
 - 6.1.5.8. Family unit size.
 - 6.1.5.9. Maximum family unit income threshold.
 - 6.1.5.10. Parent copayment.
 - 6.1.5.11. Parent copayment reduction or waiver, if applicable.
 - 6.1.5.12. Eligibility and billing groups.
 - 6.1.5.13. Demographics.
 - 6.1.5.14. Purpose for care.
- 6.1.6. The ELC shall verify, document and maintain in the child file the citizenship and immigration status of SR participants. Participants must be determined U.S. citizens, U.S. noncitizen nationals or qualified aliens. Note: These citizenship and immigration status verification requirements do not apply to children benefiting from programs subject to Head Start Performance Standards with combined Head Start and CCDF funding support.
- 6.1.7. Upon determining eligibility, the ELC shall assist families with selecting providers, based on parental choice, and complete a payment certificate or other authorized notification that meets OEL requirements. To comply with the approved CCDF State Plan, the ELC shall use the approved child care certificate process for payments to eligible providers for SR Program services. If a parent chooses a provider the ELC has not yet determined eligible to provide SR services, the ELC shall coordinate with the provider to determine the provider's eligibility to provide SR services.
- 6.1.8. Once a parent has selected a provider, the ELC shall provide that parent with the following information:
- 6.1.8.1. Link to DCF CARES system where the parent can locate specific information about the selected provider, including health and safety requirements met by the provider, any licensing or regulatory requirements met by the provider, the provider's inspection and violation history, and any voluntary quality standards met by the provider.
 - 6.1.8.2. A description of how CCDF subsidies are designed to promote equal access.
 - 6.1.8.3. Instructions on how to submit a complaint through DCF's complaint hotline.
 - 6.1.8.4. Instructions on how to contact the local CCR&R for information regarding other community-based supports.
- 6.1.9. The ELC or its designee must conduct internal file monitoring activities to ensure the accuracy of eligibility determinations in accordance with Rule 6M-4.208(1) F.A.C. All child eligibility documentation shall be maintained by the ELC.
- 6.2. Management of SR child care placements**
- _____ **Initial here** if management of SR Program child care placements is performed directly by the ELC.
- _____ **Initial here** if management of SR Program child care placements is contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

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- 6.2.1. The ELC shall manage child care services for each SR participant, and if applicable, provide case management for at-risk children.
 - 6.2.2. The ELC shall determine and document all initial child eligibility and redeterminations.
 - 6.2.3. The ELC shall verify and document the child care service to be delivered, including the correct care level by the approved provider, appropriate payment and appropriate payment adjustments.
 - 6.2.4. The ELC shall verify and document receipt and review of child care attendance records. The ELC shall conduct and document follow-up with SR participants and child care providers regarding child absences of five consecutive days with no parent contact once notified by the provider. Once notified by the provider that a child has ten (10) unexplained absences during a total month of attendance, with no parent contact, the ELC shall send a notice of termination to the parent and school readiness provider at least 2 weeks prior to disenrollment pursuant to Rule 6M-4.200, F.A.C. If the authorized eligibility period ends in less than 2 weeks, the notice of disenrollment will be sent stating that services will end on the last day of the current eligibility period.
 - 6.2.5. Upon receiving notification by a SR provider that an at-risk child, under the age of school entry, has an unexcused absence or seven consecutive days of excused absences, the ELC shall document any contact made with the provider, referring agency and parent in the case file. An at-risk child may not be disenrolled from the program without the written approval of the Child Welfare Program Office of the Department of Children and Families or the community-based lead agency.
 - 6.2.6. The ELC shall verify and document that the authorized provider received the required parent copayment or established a repayment plan in the event of a SR participant's transfer request.
 - 6.2.7. The ELC shall verify and document each child's eligibility no less than annually in accordance with s. 1002.84(7), F.S.
 - 6.2.8. The ELC shall manage child attendance and provider reimbursement including setting reimbursement rates in accordance with Rule 6M-4.500, F.A.C. Reimbursement rates and any subsequent changes to those rates shall be established in the ELC's approved school readiness plan in accordance Rule 6M-9.115, F.A.C.
- 6.3. SR Provider eligibility**
- _____ **Initial here** if SR Program provider eligibility services are performed directly by the ELC.
 - _____ **Initial here** if SR Program provider eligibility services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.
 - 6.3.1. The ELC shall verify and determine eligibility of SR providers in accordance with the provider eligibility requirements detailed in Form OEL-SR 20, Statewide School Readiness Provider Contract.
 - 6.3.2. The ELC shall not impose additional eligibility requirements beyond those requirements detailed in Form OEL-SR 20, Statewide School Readiness Provider Contract.
 - 6.3.3. The ELC shall execute annual Form OEL-SR 20, Statewide School Readiness Provider Contracts with eligible SR providers in accordance with Rule 6M-4.610, F.A.C.
 - 6.3.4. The ELC shall monitor SR providers as specified in Exhibit II, section D.6.6. of this

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agreement.

6.4. SR program curriculum

The ELC shall monitor SR providers for compliance with Rule 6M-4.610, F.A.C. governing implementation the OEL-approved curricula as listed in the Form OEL-SR 20, Statewide School Readiness Provider Contract.

6.5. Developmental screening

_____ **Initial here** if SR Program developmental screening services are performed directly by the ELC.

_____ **Initial here** if SR Program developmental screening services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient or contractor agreement along with the executed grant agreement.

- 6.5.1. The ELC shall establish and implement an age-appropriate developmental screening process, for children age six (6) weeks to age of kindergarten eligibility, which includes establishing a screening tool meeting the requirements of Rule 6M-4.720(2)(f)2., and (3), F.A.C. The process shall address and ensure parental notification of screening results in compliance with Rule 6M-4.720(2)(e), F.A.C., whether administered by the ELC, a contracted SR provider or other contracted entity providing screening to children on behalf of the ELC.
- 6.5.2. The ELC shall establish and implement an appropriate referral process for children with identified delays, suspected disabilities or special health care needs. Such screening shall not be a requirement of entry into the SR Program and shall only be given with parental consent in accordance with s. 1002.84(5), F.S.
- 6.5.3. The ELC shall coordinate with parents or providers to complete an initial screening within 45 days after the child's first or subsequent enrollment. If the ELC is coordinating with providers to complete screenings, the ELC shall notify providers of the required screening at least 30 days prior to screening due date.
- 6.5.4. The ELC shall coordinate with parents or providers for subsequent screenings in accordance with Rule 6M-4.720(2)(f), F.A.C.
- 6.5.5. If the ELC is coordinating with providers to complete the screening, the ELC will verify that the results of the screening have been received in writing or in the electronic tracking system within thirty (30) days of the screening due date.
- 6.5.6. The ELC shall verify that all screening score data is entered into an electronic tracking system within sixty (60) calendar days of the screening administration.
- 6.5.7. The ELC shall document all efforts to have children initially screened within 45 days of enrollment. For each of the ELC's SR providers that have agreed in their Statewide School Readiness Provider Contract Form OEL-SR 20 to conduct screenings for enrolled children in accordance with Rule 6M-4.720, F.A.C., the ELC shall include documentation of all records of screening notifications sent before the screening due date, attempts by the ELC to notify the provider of past due screenings and any corrective actions implemented to address the non-compliance.
- 6.5.8. If the ELC chooses to use the OEL-contracted developmental screening information system to electronically store developmental screening records of children served under the agreement, the ELC agrees to grant OEL unlimited access to screening data entered by the ELC into the contractor's information system.
- 6.5.9. If the ELC uses an electronic system other than the OEL-contracted system to store screening records electronically, the ELC agrees to grant OEL unlimited access to

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the developmental screening data entered by the ELC into its information system and to provide that data upon request in a machine-readable format approved by OEL.

6.6. SR Direct enhancement services

_____ **Initial here** if SR program direct enhancement services are performed directly by the ELC.

_____ **Initial here** if SR program direct enhancement services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

- 6.6.1. Pursuant to s. 1002.83 (1), F.S., the ELC shall maintain direct enhancement services at the local level.
- 6.6.2. Direct enhancement services means services for families and children that are in addition to payments for the placement of children in the School Readiness Program.
- 6.6.3. Pursuant to s.1002.81(4), F.S., direct enhancement services for families and children may include:
 - 6.6.3.1. Supports for providers, including quality enhancement/improvement supports.
 - 6.6.3.2. Parent training and involvement activities, including activities to promote a higher level of family engagement.
 - 6.6.3.3. Strategies to meet the needs of unique populations and local eligibility priorities, including supports for creating inclusive environments, supports for serving diverse populations of children, supports for trauma-informed care and grants to incentivize serving these populations.
- 6.6.4. The ELC shall provide in its School Readiness Program Plan, via the Quality Activities and Services plan element, a detailed description of how it will deliver direct enhancement services in a manner consistent with the activities prescribed in s.1002.89(6)(b), F.S. which can be measured by program assessment, professional development, and formative child assessment.
- 6.6.5. The ELC shall provide professional development support activities as defined by OEL's approved CCDF State Plan including conducting communities of practice, coaching, technical assistance, and training.

6.7. Program assessment – non ELPPF providers

The ELC shall provide, or cause to be provided, a program assessment on SR providers not already participating in the 2018-2019 Early Learning Performance Funding Project in accordance with OEL Program Guidance 420.02 – Program Assessment and 250.01 – Other Cost Accumulators.

6.8. Transportation services

The ELC may contract for transportation services for children at risk of abuse or neglect who are participating in the SR Program, pursuant to Chapter 427, F.S., if authorized by OEL. The transportation services may only provide transportation to each child participating in the SR Program to the extent that such transportation is necessary to provide child care opportunities that otherwise would not be available to a child whose home is more than a reasonable walking distance from the nearest child care facility or family day care home (s. 1002.93, F.S.).

6.9. Health and safety violations management

The ELC shall comply with the health and safety violation enforcement procedures outlined within the Form OEL-SR 20, Statewide School Readiness Provider Contract, Rule 6M-4.610, F.A.C. and Rule 6M-4.620, F.A.C.

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7. Child Care Executive Partnership Program

___ **Initial here** if the ELC is not participating in the CCEP program.

___ **Initial here** if the ELC is participating in the CCEP program.

___ **Initial here** if CCEP services are performed directly by the ELC.

___ **Initial here** if CCEP services are contracted to a subrecipient, including the responsibility of entering into donor contracts. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

- 7.1. ELCs with committed matching funds may apply to the CCEP Board to participate in CCEP. Upon CCEP Board acceptance of the application and receipt of CCEP NOA, the ELC agrees to comply with s.1002.94, F.S.
- 7.2. The ELC shall comply with OEL timelines and instructions on the CCEP board's behalf to develop and submit for consideration a CCEP plan for serving parents and children in the local service area.
- 7.3. The ELC shall determine parent/guardian and child eligibility for CCEP funding. Initial eligibility is limited to low-income working parents whose family income does not exceed 200 percent of the federal poverty guidelines.
- 7.4. The ELC shall obtain and provide match for CCEP funds on a dollar-for-dollar basis. The ELC shall follow [OEL Data Quality Instruction Child Care Executive Partnership \(DQI 13.01\)](#) to document receiving and expending CCEP contributions in the SSIS.
- 7.5. The ELC must receive local CCEP matching funds before expending State matching funds.
- 7.6. The ELC shall verify that parents pay the appropriate fee for child care services in the amount the ELC's SR parent sliding fee scale identifies for the family's income and size in the event of receipt of a transfer request.

8. Early Learning Performance Funding Project

___ **Initial here** if ELFPF services are performed directly by the ELC.

___ **Initial here** if any or all ELFPF services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement(s) along with the executed grant agreement.

8.1. ELFPF Provider Eligibility and Participation Tier Determination

- 8.1.1. The ELC shall use the ELFPF system as the source to receive ELFPF provider applications. Following receipt of applications during the application period, the ELC shall review ELFPF provider applications in the OEL ELFPF system from the ELC's service area, verify and determine eligibility of ELFPF providers and select participating ELFPF providers in accordance with the requirements detailed in OEL Program Guidance 420.01 – Early Learning Performance Funding Project.
- 8.1.2. The ELC shall not impose additional eligibility requirements beyond those requirements detailed in OEL Program Guidance 420.01 – Early Learning Performance Funding Project.
- 8.1.3. The ELC shall assign selected ELFPF providers to participation tiers based on composite CLASS score found in the WELS system.
- 8.1.4. For those Providers that have applied and met other eligibility requirements but have no composite CLASS score, the ELC shall coordinate with the OEL-contracted CLASS observation contractor to determine CLASS observation requirements and conduct CLASS observations, as needed.
- 8.1.5. The ELC shall determine number of providers to contract with for ELFPF services

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based on number of eligible applicants and available budget within its NOA.

8.2. ELPFP Contract Management

The ELC shall:

- 8.2.1.** Using the OEL-approved ELPFP provider contract and by the date specified in OEL Program Guidance 420.01 – Early Learning Performance Funding Project, contract with ELPFP child care providers within the ELC’s service area identified in the OEL ELPFP system that meet eligibility requisites and have a composite CLASS score.
- 8.2.2.** Designate in the contract the participation tier determined for the provider by the ELC in accordance with OEL Program Guidance 420.01 – Early Learning Performance Funding Project.
- 8.2.3.** Collaborate with each ELPFP provider during contract development to select required and optional strategies, as applicable, and supports available from the ELC that best meet each provider’s individual needs appropriate to the participation tier selected, in accordance with guidance.
- 8.2.4.** Update the ELPFP system indicating those strategies and options selected by the provider to perform under the terms and conditions of the ELPFP Provider Contract.
- 8.2.5.** Confirm delivery, inspect and validate accuracy of all required evidence of completion documentation submitted into the ELPFP System by participating ELPFP providers. Each ELPFP provider contract contains deliverables specific to the individual provider’s selected strategies.
- 8.2.6.** Confirm that all ELPFP providers met all benchmark deliverables for each benchmark period per the dates established in each ELPFP provider Contract.
- 8.2.7.** Manage delinquent deliverable tracking and notifications and corrective actions.
- 8.2.8.** Manage and distribute payments in a timely manner to ELPFP providers current with deliverables, per the rates established in the ELPFP provider Contract in accordance with the schedule and other requirements detailed in OEL Program Guidance 420.01 – Early Learning Performance Funding Project.
- 8.2.9.** Monitor ELPFP provider eligibility and contract compliance throughout the contract term and take appropriate action for non-compliance in accordance with Rule 6M-4.630, F.A.C., and Exhibit II, section D.6.6.
- 8.2.10.** Manage ELPFP budget throughout the agreement term to ensure ELPFP-related project expenditures do not exceed available funding.
- 8.2.11.** Provide technical assistance and help desk support to contracted ELPFP providers.
- 8.2.12.** Immediately terminate a provider’s ELPFP Contract upon termination of that provider’s Form OEL-SR 20, Statewide School Readiness Provider Contract.

8.3. ELPFP Project management responsibilities

The ELC shall

- 8.3.1.** Make appropriate provider status changes in the ELPFP System upon receiving notification by participating providers of any change in instructor of each classroom on the Classroom List. Status changes also include changes to instructor/director training and credentials.
- 8.3.2.** Follow the requirements within OEL Program Guidance 420.01 – Early Learning Performance Funding Project for providers that choose to participate in OEL-approved professional development courses.
- 8.3.3.** Coordinate with the OEL-contracted CLASS observation coordinator and determine

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if the ELC or the coordinator will conduct CLASS observations for participating instructors/directors at participating provider locations.

- 8.3.4. Communicate and follow up with ELFPF providers regarding project timelines, timeliness of deliverables and any missing deliverables documentation.
- 8.3.5. Update and maintain all ELFPF-related provider data in WELS in accordance with OEL Program Guidance 420.01 – Early Learning Performance Funding Project.
- 8.3.6. Maintain accurate and current fiscal and programmatic information and records.
- 8.3.7. Be available to meet with participating providers on an as-needed basis to keep the providers informed about ongoing project activities and provide assistance with any barriers to completion.
- 8.3.8. Maintain required information in the ELFPF system in accordance with OEL Program Guidance 420.01 – Early Learning Performance Funding Project.
- 8.3.9. Refer questions related to ELFPF and the ELFPF system to:
 - Email support: performancefunding@oel.myflorida.com.
 - Phone Support: (866) 357-3239

9. Voluntary Prekindergarten Education Program

_____ **Initial here** if the ELC performs direct VPK child eligibility and management of placement services.

_____ **Initial here** if VPK child eligibility and management of placements are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

9.1. VPK Child eligibility and enrollment

- 9.1.1. The ELC shall use the Family Portal as the source to receive applications for VPK Program participation.
- 9.1.2. The ELC shall verify and determine child eligibility for VPK and both child and provider of VPK Specialized Instructional Services based on requirements that Rules 6M-8.201 and 6A-6.03033, F.A.C. establishes.
- 9.1.3. Upon determining eligibility, the ELC shall issue Certificate of Eligibility as Rule 6M-8.201, F.A.C., establishes.
- 9.1.4. The ELC shall enroll eligible children into eligible provider(s) in the SSIS.
- 9.1.5. The ELC shall administer the VPK Education Program as required by Chapter 6M-8 as well as Rules 6A-1.019433 and 6A-6.03033, F.A.C.
- 9.1.6. The ELC shall complete and document the registration and application for each eligible VPK child as Rule 6M-8.201, F.A.C., establishes.
- 9.1.7. The ELC shall coordinate with each school district in development of procedures for enrolling children in VPK programs offered by public schools.
- 9.1.8. The ELC shall provide each parent access to all private provider(s) and public school(s) delivering VPK in the county for which the child is enrolling. Provider profiles must include at a minimum – the provider’s or school’s services, curriculum, instructor credentials and instructor-to-student ratio; and the provider’s or school’s kindergarten readiness rate calculated in accordance with s. 1002.69, F.S., based upon the most recent available results of the statewide kindergarten screening. See Exhibit II C.1.1.
- 9.1.9. The ELC may not limit the number of students admitted by any private prekindergarten provider for enrollment in the program.
- 9.1.10. The ELC shall accept a school district’s automated daily attendance reporting

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system for the purpose of transmitting attendance records to the ELC in a format mutually agreed-upon between the ELC and school district.

9.2. VPK Education Program management

- 9.2.1. The ELC shall verify and document all child eligibility and reenrollment requirements as specified in Rule 6M-8.201, F.A.C. and Rule 6M-8.210, F.A.C.
- 9.2.2. The ELC shall verify and document VPK program service delivery, appropriate payment and appropriate payment adjustments.
- 9.2.3. The ELC shall verify and document receipt and review of child attendance records.
- 9.2.4. The ELC shall follow the requirements of s. 1002.72, F.S., relating to child records in the VPK Education Program.

9.3. VPK Provider eligibility and contracting responsibility

_____ **Initial here** if the ELC directly performs VPK provider registration responsibilities.

_____ **Initial here** if the ELC contracts VPK provider registration responsibility to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

The ELC shall:

- 9.3.1. Verify that the private VPK providers meet all requirements for the VPK Program in accordance with part V of Chapter 1002, F.S. and Rules 6M-8.300 and 6M-8.301, F.A.C.
- 9.3.2. Verify that all private and public VPK providers are eligible to participate in the VPK program and that any provider removed from eligibility for 5 years is not contracted with until that time period expires.
- 9.3.3. Verify that the public VPK providers meet all requirements for the VPK program in accordance with part V of Chapter 1002, F.S. and Rules 6M-8.300 and 6M-8.301, F.A.C.
- 9.3.4. Execute statewide Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract provider contracts with eligible VPK providers timely.
- 9.3.5. Execute provider agreements with eligible VPK SIS providers as specified in Rules 6M-8.500 and 6A-6.03033, F.A.C.
- 9.3.6. Maintain documentation submitted by the school district verifying the eligibility of public schools to provide VPK programs and execute contract(s) timely.
- 9.3.7. Verify and document each private VPK provider's (within the ELC's county or multicounty region) compliance with part V of Chapter 1002, F.S.
- 9.3.8. Notify OEL if they determine a private provider's non-compliance with part V of Chapter 1002, F.S. requires removal of VPK eligibility per s. 1002.67(4)(b), F.S. Notification shall include submission of completed template titled "Notice of Intent to Remove VPK Provider's or Public School's VPK Eligibility" to vpkquestions@oel.myflorida.com.
- 9.3.9. Upon the direction of OEL, remove the private provider from eligibility to deliver the VPK Program and receive state funds under part V of Chapter 1002, F.S., for a period of five (5) years if a private prekindergarten provider fails or refuses to comply with part V of Chapter 1002, F.S., or if a provider or school engages in misconduct.

9.4. VPK Provider Kindergarten Readiness Rate

- 9.4.1. The ELC shall verify whether the kindergarten readiness rate of a private

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prekindergarten provider falls below the minimum rate adopted as satisfactory under s. 1002.69(6), F.S. The VPK Provider Kindergarten Readiness Rate website, which includes provider improvement plans, found at <https://vpk.fl DOE.org/Default2.aspx>.

9.4.2. The ELC shall assign a staff member to register and serve as the administrator for the VPK Provider Kindergarten Readiness Rate website.

9.4.3. If the provider's kindergarten readiness rate falls below the OEL-adopted minimum rate as established in Rule 6M-8.601, F.A.C., the ELC shall require the private provider to submit a provider improvement plan for approval by the ELC, as applicable, and to implement the plan, pursuant to Rules 6M-8.700 and 6M-8.701, F.A.C.

9.4.4. The ELC shall approve each private VPK provider's improvement plan to ensure that the plan meets the requirements of 6M-8.700 and 6M-8.701.

9.4.5. The ELC shall monitor each private VPK provider's improvement plan to ensure that the provider has implemented the approved improvement plan.

9.5. VPK Pre- and Post-Assessment

9.5.1. The ELC shall assign a staff member to register and serve as the administrator for [Bright Beginnings Online Reporting System](#) and assign additional staff as needed in accordance with Rule 6M-8.620, F.A.C.

9.5.2. The ELC shall monitor private provider's compliance with the VPK pre- and post-assessment in accordance with Rule 6M-8.620, F.A.C.

9.5.3. The ELC shall review and approve or disapprove orders for VPK Assessment materials placed by VPK providers in accordance with Rule 6M-8.620, F.A.C.

D. Coalition administrative responsibilities

1. Early Learning Coalition School Readiness Program Plan (plan)

The ELC shall biennially submit the coalition school readiness program plan based on the requirements of s. 1002.85, F.S., and Rule 6M 9.115, F.A.C.

2. Cost allocation plan

The ELC shall comply with [OEL cost allocation plan guidance](#) and instructions and submit a cost allocation plan for OEL review and approval by May 15 of each fiscal year unless otherwise instructed by OEL.

3. Anti-fraud plan

The ELC shall submit an anti-fraud plan by June 30 and implement the OEL-approved plan requirements in accordance with s. 1002.84(17), F.S., and Rule 6M-9.400, F.A.C.

4. Continuity of Operations Plan

4.1. The ELC shall maintain a disaster recovery plan within its COOP for unforeseen circumstances whether they are natural or man-made disasters per s. 252.365, F.S.

4.2. The ELC shall submit a COOP update each year no later than October 1 of each fiscal year.

5. Required match

5.1. The ELC shall secure and document the receipt and expenditure of local match funds required by the general appropriations act, state or federal law, the NOA, and in OEL Program Guidance – 440.10 Match Reporting. Match expenditures must occur between July 1, 2018 and June 30, 2019.

5.2. The ELC shall submit its completed Local Match Reporting form by the 20th of each month.

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- 5.3. The ELC may submit a request for waiver as described in OEL Program Guidance – 440.10 Match Reporting and as authorized by the Laws of Florida.
 - 5.4. The ELC shall not pass match requirements on to parents or guardians of SR services recipients or SR providers.
 - 5.5. Progress towards meeting the working poor match requirement shall be monitored by the Office, and shall be considered satisfactorily attained if the six percent requirement is met on a statewide basis.
- 6. Performance monitoring**
- 6.1. ELCs shall monitor the activities of subrecipients as necessary and appropriate. Monitoring activities shall determine whether subrecipients use grant awards for authorized purposes in compliance with laws, rules, regulations and the provisions of contracts or grant agreements.
 - 6.2. The ELC shall submit a monitoring plan for subrecipients to OEL by the due date listed in Exhibit VI – List of Reports and upload the plan to SharePoint/Coalitions Zone/*ELC Name*/Accountability Document Exchange/Monitoring.
 - 6.3. The ELC shall submit a written plan that shall include programmatic (including eligibility) and fiscal monitoring of all applicable subrecipients (including, but not limited to, central agencies and material service providers) on an ongoing basis, but not less than quarterly.
 - 6.4. The ELC shall conduct subrecipient eligibility monitoring and shall address, at a minimum, the requirements of the *School Readiness Standard Eligibility Review Program* and the *Voluntary Prekindergarten Standard Eligibility Review Program* identifies, including using all required elements and minimum sample sizes. *The School Readiness Standard Eligibility Review Program* and the *Voluntary Prekindergarten Standard Eligibility Review Program* is accessible on the OEL SharePoint Coalition Zone/Program Integrity/Monitoring Guides/AS Monitoring Tools 2018-19. The ELC shall monitor the same SR and VPK child files within the sample for eligibility and payment validation criteria.
 - 6.5. The ELC shall conduct fiscal monitoring including at a minimum, the activities detailed in the [OEL Financial Monitoring Tool](#). These activities shall include, but are not limited to, regular contact with subrecipients, desk reviews and site visits.
 - 6.6. The ELC shall monitor SR Program providers in accordance with its plan and Rule 6M-4.630, F.A.C., to verify that the providers meet the standards prescribed in ss. 1002.82, 1002.84(15) and 1002.88, F.S.
 - 6.7. The ELC shall develop written policies, procedures and standards for monitoring VPK Program direct service providers.
 - 6.8. The ELC shall develop written policies, procedures and standards for monitoring vendor contracts. This requirement does not apply to contracts with SR or VPK Program direct service providers.
- 7. Reporting requirements**
- 7.1. The ELC shall use the uniform chart of accounts for reporting budget and expenditure reports pursuant to s. 1002.82(2)(c), F.S. (Reference D. 1.). The ELC shall annually submit a Budget Report and a Revenue and Expenditure Report by the due date and to the recipient listed for each report in Exhibit VI – List of Reports.
 - 7.2. The ELC shall submit an annual report to OEL by Oct. 1 of each year conforming to the OEL-adopted format according to s. 1002.84(18), F.S. and OEL [Program Guidance 202.80 – Early Learning Coalition Annual Report](#).
 - 7.3. The ELC shall submit a master property inventory list to OEL by Oct. 1 each year pursuant to OEL Program Guidance 240.02 – Tangible Personal Property.

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- 7.4. In addition to the annual inventory required by Oct. 1 of each year, whenever the custodian or custodian's delegate changes, the ELC shall conduct a physical inventory of specified equipment and provide a copy to OEL.
 - 7.5. The ELC shall submit annual state and federal single audit financial statements as required by s. 215.97, F.S., and Exhibit III – Audit Requirements (2 CFR §200 Subpart F).
 - 7.6. The ELC shall submit monthly matching funds reports in accordance with OEL Program Guidance 440.10– Match Reporting.
 - 7.7. The ELC shall complete TAPP reporting requirements in accordance with OEL Program Guidance 440.60 – Reporting Expenditures on Teenage Parent Programs (TAPP).
 - 7.8. The ELC shall submit all data or reports necessary to comply with the following ACF reporting requirements for SR Programs: ACF-400, ACF-696, ACF-800, ACF-801, ACF-118, the Quality Progress Report and data requirements as OEL defines.
 - 7.9. At OEL's request, the ELC shall submit any data necessary for ad-hoc reports. All data and/or reports shall conform to the timeline, content, format and standard codes OEL specifies.
 - 7.10. The ELC shall submit to OEL any data or reports necessary for administering the VPK Program according to the requirements OEL establishes. These data and/or reports shall comply with the requirements found in Chapter 1002, part V, F.S.
 - 7.11. The ELC shall submit to OEL any data, reports and CCR&R specialist and coordinator evaluations necessary for administering the CCR&R program according to the requirements OEL establishes. At OEL's request, the ELC shall submit any data or reports necessary for ad-hoc reports. All reports shall conform to the timeline, content, and format OEL specifies.
 - 7.12. The ELC shall submit to OEL any data, reports necessary for administering the SR Program and the VPK Program according to the requirements OEL establishes regarding direct enhancement. At OEL's request, the ELC shall submit any data or reports necessary for ad-hoc reports. All reports shall conform to the timeline, content, and format OEL specifies. Any agreement the ELC executes for services where a third party will create and/or store ELC data in the third party's data system as a result of the agreement shall include a requirement that the third party shall, upon receipt of a request by OEL, share that data with OEL directly in a machine readable format approved by OEL.
 - 7.13. The ELC shall submit any data or reports necessary for administering the Inclusion Warm-Line program according to the requirements OEL establishes. At OEL's request, the ELC shall submit data necessary for ad-hoc reports. All data and/or reports shall conform to the timeline, content, format and standard codes OEL specifies.
 - 7.14. The ELC shall submit any data or reports necessary for administering ELPPF according to the requirements OEL establishes. At OEL's request, the ELC shall submit data necessary for ad-hoc reports. All data and/or reports shall conform to the timeline, content, format and standard codes OEL specifies.
 - 7.15. If a report's due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- 8. Prompt payment to School Readiness providers**
The ELC shall make payments to School Readiness providers within twenty-one (21) calendar days of the close of each month for services rendered during the prior month except as provided under law or contract.

**EXHIBIT II
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9. Management of provider inactivation codes on the SSIS

The ELC shall accurately record in the SSIS the reason for a provider’s inactivation. When recording termination codes in the SSIS, the ELC shall use the OEL-approved standard code that best describes and documents the inactivation reason. See [SharePoint Coalitions Zone>EFS Standard Codes>Current Standard Codes](#).

10. SharePoint access

The ELC shall ensure that appropriate staff have the needed access to the ELC’s Coalitions Zone SharePoint site at the permission level necessary to perform the tasks assigned to the staff member as required in the agreement. The ELC Share Point administrator shall request access for ELC staff by providing the name, phone number and email address to the OEL service desk at the following location service.desk@oel.myflorida.com. Once an account is created the ELC administrator shall assign permissions levels to the ELC’s SharePoint site in accordance with the security requirements set forth in OEL Program Guidance 300.01 – IT Security Manual.

E. Deliverables

Deliverable	Minimum Performance Levels	Due Date
<p>One full month of SR Program services tied to the Coalition operating within the hours specified in the Exhibit VII and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 - Other Cost Accumulators (OCAs).</p>	<p>The ELC shall comply with federal and state program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the SR Program. Direct services for eligible children will be the highest expenditure priority. No more than 5 percent of all state, federal, and local matching funds expended by the ELC for the SR Program (excluding CCEP) shall be expended for administrative activities. No more than 22 percent of all state, federal, and local matching funds expended by the ELC for the SR Program (excluding CCEP) shall be expended for any combination of administrative costs, quality activities or non-direct services. The NOA OEL will issue to the ELC subsequent to the execution of the agreement will include specific quality targeted funds (s. 1002.89(5), F.S.). No less than 78 percent of all state, federal, and local matching funds expended by the ELC for the SR Program (excluding CCEP expenditures) shall be expended to meet specified families’ child care needs. The 78 percent calculation includes direct service OCA expenditures as defined in the OEL Standard Codes and OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), applicable Gold Seal OCA expenditures, and local working poor match. This calculation excludes CCEP expenditures.</p>	<p>By the 25th day of each month for the previous month’s reporting period</p>
<p>One full month of VPK Program services tied to the Coalition operating within the hours</p>	<p>The ELC shall comply with state program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the VPK Program. The ELC may</p>	<p>By the 25th day of each month for the previous</p>

**EXHIBIT II
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Deliverable	Minimum Performance Levels	Due Date
specified in Exhibit VII and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 -Other Cost Accumulators (OCAs).	expend no more than 4 percent of the funds paid by the ELC to private prekindergarten providers and public schools for VPK administrative costs. The ELC may use such funds only for administering the VPK Program and not for SR or other programs (s. 1002.71(7), F.S.).	month's reporting period

F. Method of payment and reimbursement requirements

1. Reimbursement request requirements

- 1.1. OEL shall make payment to the ELCs according to s. 215.422, F.S., Rule 69I-40, F.A.C. that govern time limits and requirements for payment of vouchers by state warrant. The expenditure of funds must be authorized by law and the expenditure must meet the intent and spirit of the law authorizing the payment.
- 1.2. The ELC shall submit monthly reimbursement requests for allowable expenditures no later than twenty five (25) calendar days following the last day of the previous month.
- 1.3. The ELC shall base the requests on actual allowable expenditures used to complete the required tasks. Reimbursement requests should also identify the services performed by including unduplicated number of children served during the reporting period for all direct services.
- 1.4. The ELC shall submit reimbursement requests to the OEL grant manager for approval in compliance with the most recent version of OEL Program Guidance 240.06 – Reimbursement Requests.
- 1.5. The ELC shall provide sufficient detail, as the OEL reimbursement request instructions describe, for OEL to comply with federal and state reporting requirements and pre-/post-audit requirements.
- 1.6. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC's accounting system.
- 1.7. The ELC shall comply with OEL Program Guidance 240.01 – Cash Management and other instructions OEL establishes to institute local ELC cash management procedures, including the reimbursement request format and submission requirements.
- 1.8. Failure to follow reimbursement request requirements may result in the ELC not receiving reimbursement or receiving a delayed reimbursement.
- 1.9. On June 30 of each year, OEL will certify outstanding obligations by certified forward budget in compliance with s. 216.301, F.S. Refunds submitted after June 30 for the prior award year do not restore budget or provide certified forward budget. OEL shall pay reimbursement requests submitted after June 26 for the prior award year, for which no certified forward budget remains, from the current award. The certified forward budget reverts on September 30 each year and is not available after that date for paying reimbursement requests.

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2. Final reimbursement request

- 2.1. The ELC shall submit a final reimbursement request for use of certified forward funds for a prior fiscal year no later than September 20 following the award period ending, unless otherwise authorized.
- 2.2. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC's accounting system and shall maintain supporting documentation for all expenditures. The ELC shall make corrections as necessary.
- 2.3. The ELC shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the OEL Uniform Chart of Accounts and the ELC's general ledger and shall use the appropriate program and OCA to identify them.
- 2.4. OEL may monitor the agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.

3. Advance payment request

- 3.1. The ELC may request approval from OEL for release of advanced funds to the ELC based on the ELC's projected cash needs.
- 3.2. All requests, repayment and reconciling for funding advances shall be in accordance with OEL Program Guidance 240.01 – Cash Management and Rule 6M-8.205, F.A.C.
- 3.3. The Executive Office of the Governor's budget authority issuance to OEL determines when OEL will approve an initial advance for the fiscal year.
- 3.4. Advances shall be reconciled monthly to the ELC's projected cash need. The OEL may require adjustment to the advance if the advance substantially exceeds the projected cash need for two (2) consecutive months.

4. Interest income

- 4.1. Unless OEL otherwise authorizes, the ELC shall invest the funds it receives under this agreement in secure, interest-bearing accounts.
- 4.2. The ELC shall comply with s. 216.181(16)(b), F.S., and 2 CFR §200.305(8), *Payment*, and earn interest on the invested funds.
- 4.3. The ELC shall comply with OEL Program Guidance 240.01 – Cash Management and 2 CFR §200.305(9), *Payment*, and return interest income to OEL. All interest income earned on VPK funds must be returned to OEL. Interest earned on SR funds in excess of \$500 each program year must be returned to OEL.

5. Budget

- 5.1. The ELC shall prepare a budget for the NOA in accordance with OEL Program Guidance 240.06 – Reimbursement Request.
- 5.2. The ELC shall submit to the grant manager for review and approval the budget on the Budget Allocation by Other Cost Accumulators (OCA) form.
- 5.3. The initial Budget Allocation by OCA shall reconcile to the annual Budget Report.
- 5.4. The ELC's OEL-approved Budget Allocation by OCA may be amended as needed, subject to review and approval by the OEL grant manager.
- 5.5. If the ELC proposes a budget amendment that affects the School Readiness Program Plan, the ELC shall seek and receive OEL's approval of a plan amendment before the ELC may implement the budget amendment or expend funds related to the amendment.

6. Return of funds

- 6.1. Upon OEL's final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the ELC shall return to OEL any overpayments or disallowed costs within forty (40) calendar days of OEL issuing a written notice to the ELC or other timeframes that comply with OEL Program Guidance 240.01 – Cash Management.

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- 6.2.** In the event the ELC overpays a subrecipient or contractor or the subrecipient or contractor incurs a disallowed cost and the ELC cannot recover it, the subrecipient or contractor account becomes delinquent. After exercising due diligence, OEL Program Guidance 240.03 – Collection of Delinquent Accounts allows the ELC to request that OEL report a delinquent account to DFS. The ELC shall execute and deliver to OEL all documents necessary to report a delinquent account and secure repayment. The ELC requesting that OEL report a delinquent account to DFS shall make the request to OEL within thirty (30) days from determining that the ELC cannot recover the delinquent account.

7. Expenditure targets and restrictions

7.1. School Readiness Program

- 7.1.1.** The ELC shall comply with federal and state program fund limitations, unless OEL expressly provides a waiver.
- 7.1.2.** The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the SR Program.
- 7.1.3.** The ELC shall ensure direct services for eligible children are the highest expenditure priority.
- 7.1.4.** No more than 5 percent of all state, federal, and local matching funds expended by the ELC for the SR Program (excluding CCEP) shall be expended for administrative activities.
- 7.1.5.** No more than 22 percent of all state, federal, and local matching funds expended by the ELC for the SR Program (excluding CCEP) shall be expended for any combination of administrative costs, quality activities or non-direct services.
- 7.1.6.** No less than 4 percent of all state, federal, and local matching funds expended by the ELC for the SR Program (excluding CCEP) shall be expended on quality activities in accordance with s. 1002.89(5), F.S.
- 7.1.7.** The NOA OEL will issue to the ELC subsequent to the execution of the agreement will include specific infant and toddler quality targeted funds (s. 1002.89(5), F.S.)
- 7.1.8.** No less than 78 percent of all state, federal, and local matching funds expended by the ELC for the SR Program (excluding CCEP expenditures) shall be expended to meet specified families' child care needs. The 78 percent calculation includes direct service OCA expenditures, as defined in the most recent version of the OEL Standard Codes and OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), applicable Gold Seal OCA expenditures, and local working poor match.
- 7.1.9.** The NOA OEL will issue to the ELC subsequent to the execution of the agreement may include additional specific instructions for targeted funds and/or restrictions in accordance with Program Guidance 250.01 – Other Cost Accumulators (OCAs).
- 7.1.10.** The NOA OEL will issue to the ELC subsequent to the execution of the agreement will include a specific allocation to perform program assessments (Ch. 2018-136, Laws of Florida) in accordance with Program Guidance 420.02 – Program Assessments and 250.01 – Other Cost Accumulators (OCAs).

7.2. Child Care Executive Partnership Program

- 7.2.1** The ELC shall expend no less than 78 percent of CCEP Program expenditures on direct services.
- 7.2.2** The ELC shall expend no more than 5 percent of CCEP Program expenditures on administrative activities.

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7.2.3 The ELC may only expend CCEP matching funds for CCEP administration or nondirect if authorized by the CCEP donor.

7.3. VPK Education Program

The ELC may expend no more than 4 percent of the funds paid by the ELC to private prekindergarten providers and public schools for VPK administrative costs. The ELC may use such funds only for administering the VPK Education Program and not for SR or other programs (s. 1002.71(7), F.S.).

8. Financial consequences

- 8.1.** The ELC agrees that if the requirements of this agreement are not timely and satisfactorily performed, the ELC shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.
- 8.2.** The ELC shall ensure 100% of the deliverables identified in Exhibit II are performed pursuant to agreement requirements, and as described in Exhibit II, Section E. Deliverables. Failure to correctly, completely, or adequately perform these major deliverables as described in Exhibit II, Section E. Deliverables will trigger a financial consequence and the following actions will occur:
- 8.2.1.** The OEL grant manager will notify the ELC that it has failed to correctly, completely, or adequately perform these major deliverables and identify the deficiency or deficiencies. Upon receipt of this notification, the ELC has fourteen (14) calendar days to submit a Corrective Action Plan (CAP) to the OEL grant manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the OEL grant manager.
- 8.2.2.** In the event that the ELC fails to submit the CAP timely, beginning the 15th day after notification by the OEL grant manager of the deficiency, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the CAP is not submitted.
- 8.2.3.** The OEL grant manager shall review the ELC's CAP and provide approval or disapproval in writing to the ELC within five (5) business days. If disapproving, the response from OEL shall include details of the CAP deficiencies requiring correction before the CAP can be approved.
- 8.2.4.** In the event the ELC fails to correct an identified deficiency within the approved time period specified in the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the deficiency is not corrected.
- 8.2.5.** In the event that the ELC does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the agreement for each day the deficiency is not corrected.

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EXHIBIT III
AUDIT REQUIREMENTS

ELC Name: ELC of North Florida

Grant Number: EL439

Estimated funding/grant program(s):

Grant Relationship: OEL has identified the ELC as a subrecipient

For all subrecipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the following audit requirements apply:

Federal Single Audit Act ([2 CFR 200 Subpart F](#))

Florida Single Audit Act ([s. 215.97, F.S.](#))

The administration of resources awarded by the Office and of all related public, private funds and local resources received and expended for the state's early learning programs will be subject to audits and monitoring by the Office as described in this attachment.

A. Accounting and auditing requirements

1. During the course of any state fiscal year, the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States or any of their duly authorized representatives may review operations of and records from the ELC.
2. Any of the above-listed reviews may identify questioned costs. The ELC shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04, F.S., and 2 CFR §200, require ELCs to repay disallowed federal and state program costs. Contractors/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
3. The ELC agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR §200 Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

B. Monitoring

1. **Monitoring activities.** The Office is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function and activity. Such monitoring activities may include, but are not limited to, onsite visits by OEL staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the ELC agrees to comply and cooperate with any monitoring procedures/processes OEL deems appropriate. The ELC further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States or any of their duly authorized representatives.

EXHIBIT III
AUDIT REQUIREMENTS

2. **Related party disclosures.** The ELC shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 850, *Related Party Disclosures*. In addition, the grantee shall comply with all applicable provisions of Chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(8), F.S.
3. **Internal controls – auditor documentation.** The ELC shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The ELC shall keep these work papers onsite as part of its financial records and shall provide a copy to OEL as part of the financial reporting package as instructed in section C.3. Report Submission, below.
4. **Internal controls – annual self-assessment.** The ELC must perform an internal controls self-assessment using OEL’s annual Internal Control Questionnaire (ICQ) Survey Form. The ELC shall provide a copy of the completed annual ICQ to OEL, as instructed below, by August 31 of each grant award period unless OEL provides other written instructions.
 - 4.1. The annual ICQ will help the ELC document that the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 CFR §200.303:
 - 4.1.1. The ELC properly records and accounts for transactions.
 - 4.1.2. The ELC executes transactions in compliance with laws, regulations and contract provisions.
 - 4.1.3. The ELC safeguards funds, property and other assets against loss due to unauthorized use or disposition.
 - 4.1.4. Reasonable measures are taken to safeguard protected personally identifiable information (PII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
 - 4.2. OEL will provide the annual ICQ form in electronic format to the ELC by July 1 of each award period, unless OEL makes other arrangements. Each ELC shall submit the completed ICQ and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI – List of Reports. If the ELC does not have access to the OEL SharePoint site, OEL will provide alternative written instructions.

C. Audits

1. Federally-funded

This section is applicable if the ELC is a state or local government or a non-profit organization as defined in 2 CFR §200. A web site that provides links to several Federal Single Audit Act resources can be found at: [Federal Single Audit Act Resources](#).

- 1.1. According to the Subpart F-Audits 45 CFR §75.501(a), non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).

EXHIBIT III
AUDIT REQUIREMENTS

- 1.2. The Office's Notice of Award indicates Federal resources awarded through the Office by this agreement. In determining the Federal awards expended in its fiscal year, the ELC shall consider all sources of Federal awards, including Federal resources received from the Office. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements. The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant in accordance with OEL Program Guidance 440.10 – Match Reporting.
 - 1.2.1. The ELC shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to the OEL grant award(s), agreement(s) or contract(s) involved.
 - 1.2.2. The audit procedures and Single Audit reports must include OEL's annual financial and programmatic monitoring report results, as applicable.
- 1.3. The ELC is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt or nine months after the fiscal year's end of the audit period.
- 1.4. If the ELC expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the ELC still elects to have an audit conducted in accordance with the provisions of 2 CFR §200, then the cost of the audit must be paid from non-federal resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).

2. State-funded

This part is applicable if the ELC is a non-state entity as defined by s. 215.97(2), F.S. – The Florida Single Audit Act. Additional information regarding the Florida Single Audit Act can be found at: [Florida Single Audit Act](#).

- 2.1. The Office's Notice of Award indicates State resources awarded through the Office by this agreement. In determining the State awards expended in its fiscal year, the ELC shall consider all sources of State awards, including State resources received from the Office.
- 2.2. In the event the ELC expends \$750,000 or more of state financial assistance in any fiscal year, the ELC must have a state single or project-specific audit conducted in accordance with the Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C., Chapter 10.550 – Local Government Entity Audits or Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 2.3. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Office, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

EXHIBIT III
AUDIT REQUIREMENTS

- 2.4. If the ELC expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the ELC still elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).
- 2.5. Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
- 2.6. Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

3. Special Audit Testing Requirements

- 3.1. It is essential that the audit firm test the Coalition's monthly reconciliation of its financial records to the Single Statewide Information System (SSIS). The auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) that the Coalition staff performs this reconciliation monthly; (b) that the Coalition has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Coalition's financial records and the SSIS records were reconciled and in agreement as of the annual program year end (June 30th). Finally, a statement must be included to indicate the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by OEL staff upon request.
- 3.2. If such testing was not completed, or if these statements are missing from the annual audit report, the auditor's annual procedures will be considered incomplete/deficient and the Coalition will receive notice of such in the OIG's annual Management Decision.
- 3.3. All funds administered by the Coalitions must be included in the audit coverage. This includes funds that are provided to any auxiliary entity over which the Coalition exercises controlling influence, such as a foundation. For purposes of this Agreement, all foundations or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
- 3.4. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose and summarized financial data including total assets, liabilities, net assets, revenues, expenditures, and the entity's relationship to the Coalition's activities. The auditor may need to provide other disclosures and presentations (such as consolidated financial statements) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities such as FASB Statement of Position (SOP) 94-3.

4. Report submission

- 4.1. Copies of reporting packages (including any management letter issued by the auditor and the ELC's written corrective action plan response(s)) for federal Single Audits required by Sections C.1. and C.2. above shall be submitted as required by 2 CFR §200.512, by or on behalf of the ELC directly to each of the addresses indicated.
- 4.2. Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the Office at the following address:

**EXHIBIT III
AUDIT REQUIREMENTS**

Office of Early Learning
 Financial Management Systems Assurance Section (FMSAS)
 Email – OEL.Questions@oel.myflorida.com
 Website – OEL Share Point site:

*OEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/
 2018-19 FMSAS/Annual Audit Report Files*

- 4.3.** Submit the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year’s end of the audit period.
- 4.4.** Submit one paper copy by mail and one electronic copy of the financial reporting package to the Auditor General’s Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us
 Website: <https://flauditor.gov/>

The ELC shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the ELC for the reporting package.

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

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

By: _____
 Authorized ELC Representative

June 20, 2018
 Date

By Electronic Signature

Dawn E. Bell/C.E.O.
 Print Name/Title

**EXHIBIT IV
Certifications and Assurances**

Certifications and Assurances Form

Authority for data collection – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75 and 1002.82, F.S.

Instructions – These certifications and assurances will be in effect for the duration of this agreement. OEL shall not require amendments unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this agreement. The entity/agency head, or other authorized officer, must sign the certification and return it to the address listed below. No payment for this agreement will be made without this current signed Certifications and Assurances form on file.

Certification:

I, the undersigned authorized official for the named ELC, hereby agree to administer the federally-funded and/or state-funded education programs on behalf of the named ELC below. I certify that the ELC will adhere to and comply with the Certification and Assurances and all requirements outlined within this exhibit.

ELC of North Florida	EL439	Dawn E. Bell/C.E.O.
Typed ELC Name	Grant Number	Typed Name/Title of Authorized Official

I certify the ELC will adhere to each of the Certifications and Assurances outlined in this exhibit for participation in federal and state programs as applicable to the agreement.

	June 20, 2018	
Signature (must be original)	Date	Area Code/Telephone Number

Early Learning Coalitions (and any ELC subrecipients) are required to submit this certification form with an original signature along with each grant agreement submitted to OEL.

EXHIBIT IV
Certifications and Assurances

OEL will not award a grant where the ELC has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the ELC hereby certifies and assures that it will fully comply with the following requirements:

I. Federal certifications – applicable to all entities as noted

- A. Cost allocation plan or indirect cost rate proposal.
- B. Proper expenditure reporting.
- C. Smoking Prohibitions (Pro-Children Act of 2001).*
- D. Status as a non-major corporation.
- E. Debarment, suspension and other responsibility matters.*
- F. Drug-Free Workplace. * - *applies to purchases of services of \$100,000 or more*
- G. Environmental Tobacco Smoke Certification
- H. Filing and payment of taxes.*
- I. Lobbying.* - *certification applies to purchases of \$100,000 or more*

**applies to all vendor/contractor and subrecipient agreements, contracts and awards*

II. Federal or state-required assurances – applicable to OEL subrecipients

- A. Assurances – The Transparency Act (as defined by 2 CFR Part 170).
- B. Other miscellaneous/general disclosures.
- C. CCDF Salary Cap annual testing requirements.
- D. Restrictions on funding ACORN.
- E. Separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54).
- F. Subrecipient monitoring.
- G. Immigration status.
- H. Standards of conduct.
- I. Clean Air Act (42 U.S.C. 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.).* - *applies to purchases of \$150,000 or more*
- J. Conflicts of Interest. *
- K. Contract Work Hours and Safety Standards Act.*
- L. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).*
- M. Davis Bacon Act, as amended (40 U.S.C. 276a, et seq.).*
- N. DUNS number – Data Universal Numbering System.
- O. Equal Employment Opportunity (EEO).*
- P. Procurement of recovered materials.*
- Q. Procurements and other purchases.
- R. Property.
- S. Purchase of American-Made Equipment and Products.*
- T. Reporting of matters related to recipient integrity and performance.
- U. System for Award Management (SAM) Unique Entity Identifier Requirements.
- V. Trafficking Victims Protection Act of 2000 (TVPA).

**applies to all vendor/contractor and subrecipient agreements, contracts and awards*

EXHIBIT IV
Certifications and Assurances

III. Federal certifications – applicable to all entities

A. Cost allocation plan or indirect cost rate proposal

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required Certifications*, the ELC must certify the submitted cost allocation plan (CAP) or indirect cost rate proposal, as instructed by OEL.*

*Note: OEL’s current cost allocation plan guidance instructs that no indirect cost rates are required or used by the Office at this time since Florida’s early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details, please contact OEL.

B. Proper expenditure reporting

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

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

C. Smoking Prohibitions (Pro-Children Act of 2001)

The ELC certifies compliance with Title XX of Public Law 103-227, the Pro-Kids Act of 1994, (as amended by The [Pro-Children Act](#) of 2001, 42 U.S.C. 7181 through 7184). Smoking may not be permitted in any portion of facilities where federally funded children’s services are provided or administered. Failure to comply with provisions of this law may result in civil monetary penalty of up to \$1,000 per day.

D. Status as a non-major corporation

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required Certifications*, the ELC must certify whether it meets the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than \$10 million dollars in direct federal funding. The ELC certifies that it is:

The ELC is not a major nonprofit organization.

The ELC is a major nonprofit organization.

If the ELC determines it qualifies as a major non-profit organization, it shall contact OEL for additional instructions.

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

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

EXHIBIT IV
Certifications and Assurances

- E. [Debarment Certification - Lower Tier *](#)
- F. [Drug-free Certification.](#)
- G. [Environmental Tobacco Smoke Certification](#)
- H. [Filing and Payment of Taxes Certification.](#) * **IF APPLICABLE, SIGNATURE REQUIRED**
- I. [Lobbying Certification.](#) * **SIGNATURE REQUIRED**

IV. Federal or state-required assurances – applicable to OEL subrecipients

The following assurances are hereby adopted and incorporated herein by reference as if fully set forth herein.

A. "The Transparency Act" (as defined in 2 CFR Part 170)

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

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

B. Other Assurances – miscellaneous/general disclosures

As the ELC's duly authorized representative, I certify that the ELC shall:

1. Use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. 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. Initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Submit such reports as described in Exhibit VI of this agreement. The ELC will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.

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Certifications and Assurances

8. Provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
11. Not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Comply with the requirements in 2 CFR Part 376, Nonprocurement Debarment and Suspension.
13. Comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.
14. Comply with Florida's Government-in-the-Sunshine Law (Chapter 286, F.S.), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
15. If applicable, after timely and meaningful consultation, provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
16. Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex spouses, marriages and households on the same terms as opposite sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).
17. Not use federal funds awarded under this Agreement to be used for construction or the purchase of land.

C. CCDF Salary Cap annual testing requirements

1. The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, limits the salary amount that ELCs may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. ELCs may not use CCDF award funds to pay an individual's salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal

EXHIBIT IV
Certifications and Assurances

Executive Pay Scale maximum annual Executive Level II salary for calendar year 2018 is \$187,000 and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The ELC shall apply this salary limitation to subawards/subcontracts under this agreement. The ELC's subrecipients shall:

- 1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.
- 1.2. Allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
- 1.3. Perform and document an annual analysis using W-2 data.
2. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
3. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.

D. Restrictions on funding ACORN

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

E. Separation of VPK Program and SR Program funds

1. Pursuant to ss.1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.54, the VPK and SR programs are independent programs that separate state and federal sources fund. All ELC expenditures made and fiscal records maintained shall reflect funds expenditure separation.
2. The ELC hereby certifies that it will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains.
3. The ELC shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the VPK Education Program and shall be distinctive and clearly identifiable in all fiscal records the ELC maintains.

F. Subrecipient monitoring

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

G. Immigration status

The ELC certifies that it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 U.S.C. part 1611) ensuring that only individuals eligible for CCDF services receive them.

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H. Standards of conduct

The ELC certifies that it shall comply with the provisions 45 CFR §75.327 (also 2 CFR §200.318), *General procurement standards*, regarding standards of conduct. It will establish safeguards, written policies and training procedures 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.

I. Clean Air Act and Federal Water Pollution Control Act

Pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the aggregated amount of funds awarded under this agreement is in excess of \$150,000, the ELC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR §75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

J. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the Office must maintain oversight to ensure ELCs perform scoped services in accordance with minimum standards or conduct.
 - 1.1. If the ELC has a parent, affiliate or subsidiary organization that is not a state or local government the ELC must also maintain written standards of conduct covering organization conflicts of interest.
 - 1.2. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the ELC is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
 - 1.3. The ELC's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.
2. Related party contracts. Pursuant to state statute and OEL instructions (s. 1002.84(20), F.S.), the ELC shall provide OEL contract documentation for any contracts with ELC employees, governing board members or relatives of either group as s. 112.3143(1)(b), F.S., defines. The ELC must comply with disclosure and reporting requirements in state statute and OEL instructions (s. 1002.84(20), F.S.).
 - 2.1. Any governing board member(s) benefitting from ELC agreement(s) must disclose in advance the conflict of interest and must abstain from the vote process.
 - 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms.
 - 2.3. The ELC shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the ELC's board, a quorum must be established.
 - 2.4. The ELC shall not enter into or execute a contract in excess of \$25,000 with a member of the governing board or relative of a board member without OEL's prior approval.

EXHIBIT IV
Certifications and Assurances

- 2.5.** The ELC does not have to obtain OEL’s prior approval for contracts below \$25,000. The ELC shall:
- 2.5.1.** Adequately disclose and properly report and track such contract activity.
 - 2.5.2.** Report such contracts to OEL within 30 days after receiving approval from the governing board.

K. Contract Work Hours and Safety Standards Act

- 1.** Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
- 2.** The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.
- 3.** These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

L. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)

- 1.** Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.
- 2.** This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
- 3.** The ELC, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The ELC shall report all suspected or reported violations to OEL.

M. Davis-Bacon Act, as amended (40 U.S.C. 276a, et.seq.)

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

- 1.** Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
- 2.** Contractors shall be required to pay wages not less than once a week.
- 3.** The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.

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4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

N. DUNS Number – Data Universal Numbering System

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

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

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

O. Equal Employment Opportunity (EEO)

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

P. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.322, *Procurement of recovered materials*, the ELC will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
 - 1.1. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - 1.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - 1.3. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.

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2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the ELC shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless the ELC determines that such items:
 - 2.1. Are not reasonably available in a reasonable period of time;
 - 2.2. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 2.3. Are only available at an unreasonable price.
3. Paragraph 2. of this clause shall apply to items purchased under this agreement where:
 - 3.1. The ELC purchases in excess of \$10,000 of the item under this agreement; or
 - 3.2. During the preceding Federal fiscal year, the ELC: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Q. Procurements and other purchases

The ELC must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the ELC is not required to competitively procure direct service providers for the SR or VPK Programs. The ELC must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326.

R. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The ELC shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The ELC shall include in all subrecipient contracts, and any contractor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the ELC upon contract termination.
2. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the ELC under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to OEL upon termination of the ELC participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, General procurement standards, s. 273.02, F.S., and Rule 69I-73.002, F.A.C.

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Certifications and Assurances

3. Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The ELC should have a written policy on how these items will be tracked, accounted for and safeguarded.
4. The term “nonexpendable property” shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from OEL.
5. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
6. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the early learning programs shall be listed on the property records of the ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02 – Tangible Personal Property, relevant Florida Statutes, state rules, federal regulations and federal cost principles. In addition to the annual inventory required by Oct. 1 of each year, whenever the custodian or custodian’s delegate changes, the ELC shall conduct a physical inventory of specified equipment and provide a copy to OEL.
7. Based on s.273.055, F.S., and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by the ELC or its subrecipient/contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in section 8.
8. The Office’s policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the ELC level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01 – Cash Management. This identification of income is necessary to meet reporting requirements of the HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the United States Department Health and Human Services. Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken. Equipment that was initially purchased with federal funds with a current per-unit fair market value in

EXHIBIT IV
Certifications and Assurances

excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), Equipment, with the assistance and prior written approval of the Office.

S. Purchase of American-made equipment and products

The ELC shall, with funds made available by this agreement, to the greatest extent practicable purchase all American-made equipment. (P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, §507)

T. Reporting of matters related to recipient integrity and performance

Unless exempt from these requirements per OMB guidance at [2 CFR Appendix XII, Part 200](#), the ELC shall maintain current information reported to the System for Award Management (SAM) as described below in Section X. Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS). OEL is required to review and consider this and other publicly available information to evaluate/review risk related to the ELC's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), *Requirements for pass-through entities*.

U. System for Award Management (SAM)

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

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

V. Trafficking Victims Protection Act of 2000 – (TVPA)

[Human Trafficking Requirements](#) are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended)

**EXHIBIT V
ELC CCR&R Office Locations**

List the ELC’s CCR&R office locations. Hours of operation will include days of the week and hours that services are available to families, providers and employers.

County	CCR&R Location	Hours of Operation
1. Baker	418 8th Street South Macclenny, FL 32063	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
2. Bradford	1080 North Pine Street Starke, Florida 32091	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
3. Clay	Fleming Island Business Park 1845 Town Center Blvd., Suite 150 Orange Park, FL 32003	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
4. Nassau	96042 Lofton Square Yulee, FL 32097	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
5. Putnam	821 State Road 19 South Palatka, FL 32177	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
6. St. Johns	Five Clark Street St. Augustine, FL 32084	Monday - Friday (excluding holidays) 8:00 am - 5:00 pm
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EXHIBIT V
ELC CCR&R Office Locations

21.		
22.		

EXHIBIT VI
LIST OF REPORTS

The ELC is responsible for providing the following reports noted in the “Reports” column to the report recipient with a copy of each to the ELC’s assigned grant manager by the due dates listed. For reports where the report recipient is an update to the SSIS, the ELC shall provide email notification to the OEL grant manager that the report requirement has been completed.

Due Date	Reports	Reference	Report Recipient
July 31	Return Interest Earned on Funds	Exhibit II (F.4)	Office of Early Learning Attn: Financial Administration and Budget Services 250 Marriott Drive Tallahassee, Florida 32399
With submission of the first invoice, no later than August 25	Budget Report	Exhibit II (D.1, D.7.1) and s. 1002.82(2)(c), F.S., based on the uniform chart of accounts	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Budget Report
August 31	CCR&R Staffing List	Exhibit II (D.7.11)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Accountability Document Exchange – Restricted/2018-2019 CCRR
August 31	CCR&R Accessibility Report	Exhibit II (C.4.14)	CCR&R State Network Office
August 31	Internal Control Questionnaire	Exhibit III (B.4)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Year</i> ICQ (To Be Completed or Completed)
October 1	Coalition Annual Report	Exhibit II (D.7.2), 1002.84(18), F.S. and OEL Program Guidance 202.80 – Early Learning Coalition Annual Report	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Annual Report
October 1	Continuity of Operations Plan (COOP) / Update	Exhibit II (D.4), s. 252.365, F.S.	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /COOP Plan
October 1	Master Property Inventory Report	Exhibit II (D.7.3), OEL Program Guidance 240.02 – Tangible Personal Property.	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Inventory Report
October 1	Subrecipient Monitoring Plan (for all contracts, grants, agreements, and programs)	Exhibit II (D 6.2), Exhibit III (B.1.)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Accountability Document Exchange/Monitoring Plans
October 1	Revenue and Expenditure Report	Exhibit II (D.1, D.7.1.) and s. 1002.82(2)(c), F.S., based on the uniform chart of accounts	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Annual Expenditure Report
November 1	CCDF Quality Progress (Performance) Report (QPR)	Exhibit II (D.1., D.7.8.)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /QPR
December 31	Match Waiver Request	Exhibit II (D.5.3.)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Monthly Match Reports/Match Waiver

EXHIBIT VI
LIST OF REPORTS

Due Date	Reports	Reference	Report Recipient
March 31	Single Audit Report	s. 215.97, F.S., and Exhibit III – Audit Requirements (2 CFR §200 Subpart F).	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/Annual Audit Plan
April 15	CCDF Salary Cap testing Form	Exhibit IV Certification and Assurances, Section IV.C.	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Cap To Be Completed</i>
May 15	Cost Allocation Plan or Certification Form	Exhibit II (D.2) and Exhibit IV, Section III Federal certifications	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Accountability FMSAS Document Exchange/ <i>Current Year</i> Cost Allocation Plan
May 15	Parent Sliding Fee Scale	Exhibit II (D.1)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Plan/2018-19 Amendment Submission
May 31	CCR&R Annual Provider Profile	Exhibit II (C.4.4; D.7.11)	Update in SSIS
June 30	Anti-Fraud Plan	Exhibit II (D.3)	E-mailed to inspector.general@oel.myflorida.com
June 30	Warm Line Narrative Report & Activity Log	Exhibit II (C.5.4; C.5.5; D.7.11)	OEL Statewide Inclusion Network Coordinator
As Needed	Provider Rate Schedule	Exhibit II (D.1.)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Plan/2018-19 Amendment Submission
Biennially & as needed thereafter	Coalition Plan & Plan Amendments	Exhibit II (D.1.) s. 1002.85, F.S., and Rule 6M 9.115, F.A.C	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Plan
By the 20th day of each month	Match Report	Exhibit II (D.5.2, D7.6) OEL Program – Guidance 440.10 Match Reporting Guidance	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Monthly Match Reports
Quarterly, as established by DOE	Minority Business Enterprise Utilization Report	Exhibit I (X.)	SharePoint/ Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Quarterly CMBE Reports
Within 4 months of starting employment as a CCR&R Coordinator and following completion of Specialist certification, as needed	CCR&R Coordinator Evaluation	Exhibit II (D.7.11)	CCR&R State Network Office
Within 4 months of starting employment as a CCR&R specialist	CCR&R Specialist Evaluation	Exhibit II (D.7.11)	CCR&R State Network Office

EXHIBIT VII

ELC Administrative Office Hours and Holidays

List the ELC’s administrative office hours of operation. Hours of operation will include days of the week and hours that services are available.

Coalition	Administrative Office Location	Hours of Operation	Holiday Office Closures
ELC of North Florida	2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086	8:00 am - 4:30 pm	2018: Independence Day – July 4 Labor Day – September 3 Veteran’s Day – November 12 Thanksgiving Day – November 22 Day After Thanksgiving- November 23 Christmas Eve – December 24 Christmas Day December 25 New Year’s Eve- December 31 2019: New Year’s Day – January 1 Martin Luther King Day – January 21 President’s Day – February 18 Good Friday - April 19 Memorial Day – May 27

EXHIBIT VII
ELC Administrative Office Hours and Holidays

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