

Agreement #:

STATE OF FLORIDA
DEPARTMENT OF EDUCATION
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 «Coalition» (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) pursuant to 45 Code of Federal Regulations (CFR) part(s) 98 and 99, which is a primary funding source for the School Readiness (SR) Program ~~(SR, SR Program)~~; and

WHEREAS, OEL is recipient of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020 (Public Law (P.L.) 116-136) award, 2001FLCCC3, funded by the CCDBG; and

WHEREAS, OEL is recipient of the Coronavirus Response and Relief Supplemental Act (CRRSA), 2021 (P.L. 116-260) award, 2101FLCCC5, funded by the CCDBG; and

WHEREAS, OEL is recipient of the American Rescue Plan Act (ARPA), 2021 (P.L. 117-002) awards, 2101FLCSC6 and 2101FLCDC6 and, funded by the CCDBG; and

WHEREAS, OEL is designated as the responsible entity for execution, oversight and management of the Florida Preschool Development Grant Birth through Five Renewal (PDG-R B – 5) award, 90TP004-02-00, which provides funding for improving data-driven systems coordination, increasing family access and engagement and creating a high-quality comprehensive early childhood education system; and

WHEREAS, OEL is charged with providing oversight and administration of the State’s SR Program, including the Child Care Resource and Referral (CCR&R) network and the SR Match Program, as well as responsibility for oversight and administration of the Voluntary Prekindergarten Education (VPK) 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 of the ELCs individually to provide ~~SR and VPK~~ early learning 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*

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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 [Administrative and CCR&R Office Locations Information](#).
6. Exhibit VI - List of Reports.
7. ~~Exhibit VII - ELC Administrative Office Hours and Holidays.~~

C. Compliance with applicable laws and regulations

The ELC shall comply with the following laws, rules and regulations, including any revision to those laws and regulations ~~enacted or adopted made~~ after the execution of this agreement (notification will be provided in writing to the ELC), in the course of performing services [and expending funds it receives or earns](#) under this agreement:

1. [Federal Laws and Regulations](#)

- 1.1. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 1.2. 2 CFR § 25.110 – [Universal Identifier and System for Award Management](#).
- 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 (P.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, 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 – [Governmentwide Requirements for Drug-Free Workplace](#).
 - 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.

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- 1.11.7.** 45 CFR Part 91 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance [from HHS](#).
- 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).
- 1.13.** [ARPA – P.L. 117-002](#).
- 1.14.** [CARES Act – P.L. 116-136](#).
- 1.15.** [CRRSA – P.L. 116-260](#).
- 1.13.1.16.** [Section 9212 of the Every Student Succeeds Act \(ESSA\) P.L. 114-095, which establishes the Preschool Development Grants \(PDG\)](#).

2. State Statutes and Rules

- 2.1.** Chapter 1002, part V, F.S. – Voluntary Prekindergarten Education Program.
- 2.2.** Chapter 1002, part VI, F.S. – School Readiness Program.
- 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.
- 2.8.** Chapter 6M-8, F.A.C. – Voluntary Prekindergarten Education Program.
- 2.9.** Chapter 6M-9, F.A.C. – Early Learning Coalitions.
- 2.10.** Chapter 69I-5, F.A.C. – 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 74-2, F.A.C. – Information Technology Security
- 2.13.** Chapter 112, F.S., Public Officers and Employees: [General Provisions](#).
 - 2.13.1.** Section 112.061, F.S. – Per Diem and travel expenses of public officers, employees and authorized persons; [statewide travel management system](#).
 - 2.13.2.** Section 112.313, F.S. – Standards of conduct for public officers, employees of agencies and local government attorneys.
 - 2.13.3.** Section 112.3135, F.S. – Restriction on employment of relatives.
 - 2.13.4.** Section 112.3143 F.S. – Voting conflicts.
- 2.14.** Procurements:
 - 2.14.1.** Section 215.971, F.S. – Agreements funded with federal or state assistance.
 - 2.14.2.** Section 287.057, F.S. – Procurement of commodities or contractual services.
 - 2.14.3.** Section 287.058, F.S. – Contract document.
- 2.15.** Chapter 119, F.S., Public Records.
 - 2.15.1.** Section 119.01, F.S. – General state policy on public records.
 - 2.15.2.** Section 119.07, F.S. – [Inspection and copying of records; photographing](#) public records; fees; exemptions.
 - 2.15.3.** Section 119.0701, F.S. – Contracts; public records; request for contractor records; civil action.

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2.16. Chapter 286, F.S., Public Business; Miscellaneous Provisions.

- 2.16.1. Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.
- 2.16.2. Section 286.0105 – Notices of meetings and hearings must advise that a record is required to appeal.
- 2.16.3. Section 286.0114 – Public meetings; reasonable opportunity to be heard; attorney fees.

2.17. Other state laws and regulations:

- 2.17.1. Section 11.062, F.S. – Use of state funds for lobbying prohibited; penalty.
- 2.17.2. Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.
- 2.17.3. Section 20.052, F.S. – Advisory bodies, commissions, boards; establishment.
- 2.17.4. Section 39.201, F.S. – Mandatory reports of child abuse, abandonment, or neglect; mandatory reports of death; central abuse hotline.
- 2.17.5. Section 39.604, F.S. – Rilya Wilson Act; short title; legislative intent; child care; early education; preschool.
- 2.17.6. Section 215.42, F.S. – Purchases from appropriations, proof of delivery.
- 2.17.7. Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.
- 2.17.8. Section 215.97, F.S. – Florida Single Audit Act.
- 2.17.9. Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.
- 2.17.10. Section 216.301, F.S. – Appropriations; undisbursed balances.
- 2.17.11. Section 216.345, F.S. – Professional or other organization membership dues; payment.
- 2.17.12. Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.
- 2.17.13. Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.
- 2.17.14. Chapter 2743, F.S. – [State-Owned](#) Tangible Personal Property.
- 2.17.15. Section 286.25, F.S. – Publication or statement of state sponsorship.
- 2.17.16. Section 287.017, F.S. – Purchasing categories, threshold amounts.
- 2.17.17. Section 287.0943, F.S. – Certification of minority business enterprises.
- 2.17.18. Section 287.133, F.S. – Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.17.19. Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.
- 2.17.20. Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.
- 2.17.21. Section 402.281, F.S. – Gold Seal Quality Care program.
- 2.17.22. Section(s) 402.301 - 402.319, F.S. – Child Care facilities provisions.
- 2.17.23. Section 411.22 – ~~411.2283~~, F.S. – Handicap or High-Risk Condition Prevention and Early Childhood Assistance [provisions](#).
- 2.17.24. Section 414.39, F.S. – Fraud.
- 2.17.25. Section 414.411, F.S. – Public Assistance Fraud.
- 2.17.26. Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.17.27. Chapter 427, F.S. – Special Transportation and Communication Services.
- 2.17.28. Section 435.03, F.S. – Level 1 screening standards.
- 2.17.29. Section 435.04, F.S. – Level 2 screening standards.

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2.17.30. Section 445.032, F.S. – Workforce Services Transitional child care.

2.17.31. [Chapter 815, F.S. – Florida Computer Crimes Act](#)

2.17.31.2.17.32. Section 943.0542, F.S. – Access to criminal history information provided by the department to qualified entities.

2.17.32.2.17.33. [Florida Department of Education \(FDOE\) Travel Policy Manual](#)

2.17.33.2.17.34. Florida Department of Financial Services (FDfs) [Reference Guide for State Expenditures.](#)

D. Effective date

The agreement shall be effective July 1, 2021, or the date the last party has signed the agreement, whichever is later.

E. Ending date

The agreement shall end ~~July 31, 2022~~ ^{June 30, 2022}, unless 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

The 2021 General Appropriations Act, Specific Appropriations 83 - 86 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:	
Title:	
Address:	
Zip Code:	
Office Phone:	
E-mail Address:	

OEL's Grant Manager	
Name:	
Title:	Grant Manager
Address:	Office of Early Learning 250 Marriott Drive

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OEL's Grant Manager	
	Tallahassee, Florida
Zip Code:	32399
Office Phone:	(850) 717-«Grant_Manager_Phone_Extension»
E-mail Address:	«Grant_Manager_Email_Address»

K. Change in grant managers

In the event any party designates different grant managers after the execution of the agreement, notice of the new grant manager will be transmitted by email or sent in writing to all parties within two weeks 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 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 _____

By: _____

Printed Name: _____

Title: _____

Date: _____

FEIN: _____

By providing this electronic signature [and subsequent signatures and initials in this document](#), I, _____, attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

Office of Early Learning

By: _____

Printed Name: Shan Goff

Title: Executive Director

Date: _____

FEIN: 59-3474751

By providing this electronic signature, I, Shan Goff, attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

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: _____

By providing this electronic signature, I, Maggi O’Sullivan Parker, attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

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 sub-recipient 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 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 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 a change the ELC's early learning programs service delivery provider. 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, assignees, 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, audit requirements, and applicable scope of work provisions.

D. Awards and volunteer recognition

If the ELC's board authorizes, the ELC may incur expenditures not to exceed \$100 each plus applicable taxes to award suitable framed certificates, pins, and other tokens of recognition, not to include cash or gift cards, to those whose service to the ELC has been satisfactory, in appreciation and recognition of such service per s. 110.1245(3) - (5), F.S.

- ~~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. or~~
- ~~3.1. 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, or per s. 110.1245(5), F.S. Such awards may not cost more than \$100, plus applicable tax, each.~~
- ~~4.2. Volunteers who have offered continuous and outstanding service to state-administered programs. to 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 comply with and have written policies including the items listed in this section:

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1. The ELC shall conduct employee background screening in accordance with the requirements in this section.
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~~ may be considered 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.
 - 3.1. For an ELC and its staff deemed by FDLE as meeting the definition of “Qualified Entity”, the ELC’s staff shall receive a level II background screening.
 - 3.2. If FDLE determines that the ~~Any ELC not meeting~~ ~~ing~~ the definition of "Qualified Entity", ~~as provided below, but determines that certain ELC employee(s) are not providing child care or child care placement, has staff who will perform duties under contract and who is permitted unsupervised access to a child care location while children are present, or who will while haveing unsupervised access to confidential information, about the children in care or their family shall comply with all of the requirements specified in subsection 25.36 below. However, the screening shall only includethe~~ ELC staff shall receive the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.
 - ~~2.1.3.3.~~ For an ELC deemed by FDLE as not meeting the definition of "Qualified Entity", all staff shall comply with all of the requirements specified in subsection 6 below. However, the screening shall only include the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.
- 3.4. 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 background screening of subrecipient, contractor, and subcontractor staff is complete prior to providing services under the contract.

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- 4.5.** The ELC shall obtain and maintain on file the following documentation for new employees prior to their first day of employment and subrecipient, contractor and subcontractor staff prior to their first day of work associated with this agreement:
- 4.1.5.1.** Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
 - 4.2.5.2.** The highest level of education claimed, if the position requires.
 - 4.3.5.3.** All applicable professional licenses claimed, if the position requires.
 - 4.4.5.4.** Applicable employment history, if the position requires.
- 5.6.** The ELC shall maintain on file verification for all ELC personnel and any applicable subrecipients' or subcontractors' personnel, and unless excluded as described below, assigned to work on this agreement.
- 6.7.** To be in compliance, employee background screenings must be from no earlier than five years before the employees' ELC employment date.
- 7.8.** 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.
- 8.9.** 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.
- 9.10.** The ELC shall arrange for and pay all costs for employee background screenings.
- 10.11.** The ELC shall require each employee it assigns to this agreement to notify the ELC within forty-eight (48) hours of being arrested for any criminal offense.
- 11.12.** 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 two (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.
- 12.13.** 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 two (2) background screening.
- 13.14.** As defined in 402.302, F.S., "A volunteer who assists on an intermittent basis for less than 10 hours per month is not included in the term "personnel" for the purposes of screening and training if a person who meets the screening requirement of s. 402.305(2) is always present and has the volunteer in his or her line of sight". Background screening costs for board members and volunteers are allowable ELC expenditures.
- 14.15.** The ELC shall require, if applicable, its subrecipient, contractor or subcontractor to:
- 14.1.15.1.** Notify the ELC within forty-eight (48) hours of an employee being arrested or removed from working on the contract for any criminal offense.
 - 14.2.15.2.** Review the alleged offense within forty-eight (48) hours, determine if the offense is one that would exclude the employee under a level two screening and, if so, remove the employee from work on the contract. If the forty-eight (48) hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
 - 14.3.15.3.** Not permit the employee to return to work on the contract until cleared of all charges that would exclude the employee under a level two background screening.
- 15.16.** Any subrecipient, contractor, or subcontractor who does not meet the definition of "Qualified Entity" or who FDLE has determined does not meet the definition of "Qualified Entity" or whose employee (s) does not meet the definition but that employee (s) 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 unsupervised~~ access to ELC or OEL

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confidential information (about the children in care or their family and child care providers) shall comply with all of the above. However, the screening shall only include the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

~~16.~~17. 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.

~~17.~~18. 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, the ELC must update the policies to include reference and these requirements must be included in the subrecipient agreement or contract.

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 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 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 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 ([at Inspector.General@oel.myflorida.com](mailto:Inspector.General@oel.myflorida.com)) and Information Security Manager ([at Information.Security@oel.myflorida.com](mailto:Information.Security@oel.myflorida.com)) 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 twenty-four (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 the ELC has failed to comply with any confidentiality provision of this agreement, or determines prompt and satisfactory corrective action has not occurred, the Office has the unilateral right to suspend the agreement until it is satisfied corrective action has been taken, or terminate the agreement. If this agreement is

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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 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 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 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.

H. Contingency statement

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

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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. In addition, 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 it will require each subcontractor performing 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.~~
1. 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. The ELC (and its subrecipients/subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this agreement, the ELC certifies that it is registered with, and uses, the E-verify system for all newly hired employees.
2. The ELC must obtain an affidavit from its subrecipients/subcontractors in accordance with paragraph (2)(b) of s. 448.095, F.S. and maintain a copy of such affidavit for the duration of the contract. In order to implement this provision, the ELC shall provide 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 to the OEL Grant Manager within five days of the effective date of this agreement. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)
3. Upon each ELC or subrecipient/subcontractor new hire, the ELC must provide a statement within five (5) calendar days to the OEL Grant Manager identifying the new hire with its E-Verify case number.
4. This section serves as notice to the ELC regarding the requirements of s. 448.095, F.S., specifically sub-paragraph (2)(c)1., and the Office's obligation to terminate the agreement if it has a good faith belief that the ELC has knowingly violated s. 448.09(1), F.S. If terminated for such reason, the ELC will not be eligible for award of a public agreement for at least one year after the date of such termination
- 4.5. The Office reserves the right to order the immediate termination of any agreement/contract between the ELC and a subrecipient/subcontractor performing work on its behalf should the Office develop a good faith belief that the subcontractor has knowingly violated s. 448.09(1), F.S.

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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 other individual or organization. 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 the ELC shall have immediate accessibility to all records and documents. The vendor must maintain, by law, required confidential data.
2. The ELC shall notify OEL within forty-eight (48) hours of 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 another entity previously provided on the ELC's behalf. The ELC shall also notify OEL within forty-eight (48) hours if the ELC's board approves any motion to alter or terminate a contract for services, approaches another ELC to discuss a possible merger, or directly offers services 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, a minimum of ninety (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 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 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 a child is:

1. Abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or
2. 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
3. Abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or
4. The victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

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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 which 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 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, the delay will significantly impair the agreement's value to OEL or the state. In which case, OEL may take any or all of the following actions:

1. Accept the ELC's allocated performance or deliveries, provided 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, 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.

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P. Independent coalition status

In the ELC's performance of its duties and responsibilities under the agreement, it is mutually understood and agreed 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 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, section D.4.).
5. The ELC will have and continuously maintain all other types of insurance as required by law.
6. In the event any of the coverage described above is cancelled 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.
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 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 a court of competent jurisdiction determines 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 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.

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- 1.5.** The ELC agrees 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 which 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 to the extent applicable under this agreement to comply with the following:

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 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 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).

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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 approved by OEL. This section does not apply to ELC logos. For more information see: [SharePoint/Coalitions Zone/Executive Services/Communication Hub/](#).
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. ELCs 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 review and consider any publicly available information about the ELC in the Federal Awardee Performance and Integrity Information System (FAPIIS). See: <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 ~~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~~Additional specific award conditions

Pursuant to 2 CFR §200.207~~8~~, *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~~[additional specific](#) 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, which may impact the ELC’s ability to deliver the contractual services or 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

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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, address and other changes

1. Changes in key personnel/address

The ELC shall notify OEL in advance but no later than five (5) working days after any changes in the ELC's 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 key personnel staffing changes to SharePoint/Coalitions Zone/Executive Services/ELC Changes and email the notice to ELCStaffingNotifications@oel.myflorida.com.

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 must 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 with first-hand knowledge of the employee's performed tasks.

3. Address, email, and phone changes

No later than thirty (30) calendar days prior to any change, the ELC shall notify OEL of any changes in the ELC's telephone number (parent line and main line), email, or physical address. Such notification shall be in writing and the ELC shall post notices regarding these changes to SharePoint/Coalitions Zone/Executive Services/ELC Changes.

AA. Policy compliance

The agreement requires ELC compliance with ~~the following referenced~~ all OEL Program Guidance, ~~whether current, and with any~~ subsequently revisions, ~~or new~~, which are hereby incorporated by reference within this agreement and/or referenced within the Early Learning

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Notices of Award (NOAs) issued to provide funding for services governed by this agreement, including but not limited to the following.

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 Procedures.
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 240.07 – Enrollment and Quality Expenditures for Early Learning Programs.
10. Program Guidance 240.09 – Reobligation of Returned Restitution.
- ~~8.11.~~ Program Guidance 240.10 – Travel.
- ~~9.12.~~ Program Guidance 240.20 – Tracking Costs for Disaster.
13. Program Guidance 240.21 – COVID – 19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers.
- ~~10.14.~~ Program Guidance 250.01 – Other Cost Accumulators (OCAs) Working Definitions.
- ~~11.15.~~ Program Guidance 300.01 – IT Security Manual.
- ~~12.16.~~ Program Guidance 300.02 – MOU and Data Security Agreement.
- ~~13.17.~~ Program Guidance 400.01 – Federal Poverty Guidelines /Sliding Fee Scaleand State Median Income Estimates.
- ~~14.18.~~ Program Guidance 404.01 – School Readiness Program Transfers.
- ~~15.19.~~ Program Guidance 420.02 – SR Quality Performance.
- ~~16.20.~~ Program Guidance 440.10 – Match Reporting.
- ~~17.21.~~ Program Guidance 440.50 – VPK Wrap Rates.
- ~~18.22.~~ Program Guidance 440.60 – Reporting State Expenditures on Teenage Parent Programs (TAPP) Reporting.
- ~~19.23.~~ Program Guidance 508.06 – Requirements for VPK Director Credential.
- ~~20.24.~~ Program Guidance 508.20 – Prohibition Against VPK Providers and Schools Requiring a Child to Enroll for Supplemental Service Fees as a Condition of Admittance in the VPK Program.
- ~~21.25.~~ Program Guidance 508.21 – Prohibited Fees and Charges Against in the VPK Education Providers and Schools Requiring Payment of a Fee or Charge for Services Provided in the VPK Program.
- ~~22.26.~~ Program Guidance 508.22 – Prohibited Forms of Discrimination in the VPK Education Program.
27. Program Guidance 510.50 – School District Minimum Funding.
- ~~23.28.~~ Program Guidance 520.03 – Instructional Hours for the VPK Program.
- ~~24.29.~~ Program Guidance 600.01 – Child Care Resource and Referral Program Requirements.

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

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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 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.
4. The ELC shall require the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) include this certification's (Exhibit IV) language and all subrecipients shall certify and disclose accordingly.

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.).

GG. Prohibited severance packages

The ELC may not expend funds awarded under this agreement for severance packages in accordance with Program Guidance xxx.xx.

GG.HH. Public entity crimes

1. Convicted vendor list

The ELC must attest to compliance with Sections 287.133(2) and (3)(a) and (b), F.S. By signing the agreement, the ELC acknowledges it and any subcontractors or subrecipients receiving early learning program funds through the ELC operate 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 it must inform OEL immediately upon any change of circumstances regarding this status and will complete the

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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 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

The ELC must attest to compliance with s. 287.134(2)(a) and (3)(a) and (b), 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 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 to, 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 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 to, 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 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. 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 as provided under s. 287.135(3)(b), F.S.

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.

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III.II. 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 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.
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.

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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, 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.

H.JJ 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 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 the ELC submits per OEL instructions and makes available for review upon request.

1. The ELC shall have 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.
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 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 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.

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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, 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.KK. Renegotiation or modification

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

KK.LL. 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.MM. 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 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 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.
3. PDG Required Statements for Publications – As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases,

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requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support, such as the following suggested language:

“This publication was made possible by Grant Number 90TP0068-02-00 from the Office of Child Care, Administration for Children and Families, U.S. Department of Health and Human Services.”

“The project described was supported by the Florida Preschool Development Grant Birth through Five Initiative (PDG-R B-5) Grant Number 90TP0004-02-00 from the Office of Child Care, Administration for Children and Families, U.S. Department of Health and Human Services.”

Recipients also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Office of Child Care, the Administration for Children and Families, or the U.S. Department of Health and Human Services.”

MM.NN. 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.OO. 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.PP. Termination of agreement

Federal and state standards for procurement and contracts administration require all contracts in excess of \$10,000 to address events which 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.

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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](#).
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, 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 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.QQ. 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.

QQ.RR. 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.
7. Purchase or lease of motor vehicles per section 287.14(3), F.S.

RR.SS. 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.TT. Warrant of ability to perform

The ELC warrants, 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

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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.

IV.UU. 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 they and other persons may file a complaint with the Office of the Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353. Additional local ELC whistleblower policy and procedures also apply.

VV. Mandatory authorization to inspect

In accordance with s. 216.1366, F.S., the ELC shall authorize the Office to inspect: (a) Financial records, papers, and documents of the ELC that are directly related to the performance of the agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the ELC which the Office determines are necessary to monitor the performance of the agreement or to ensure that the terms of the agreement are being met. The ELC must provide such records, papers and documents requested by the Office within ten (10) business days after the request is made.

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EXHIBIT II SCOPE OF WORK

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 and the SR Programs, which include the CCR&R Network, the Inclusion Warm-Line Program, child eligibility and management of child care placements, and additional [direct quality enhancement services, including those to address COVID-19 impacts on families and child care providers](#). 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) which states the award period(s). 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 comprehensive, research-based, developmentally appropriate, state and local SR and VPK Programs, which involve the parent as the child's first teacher, serve as a preventive measure for children at risk of future school failure, and enhance the educational readiness of young children. The SR and VPK Programs shall 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 and VPK Programs available to families, based on eligibility, in a variety of settings (e.g., private, faith-based, family child care, public) to meet each family's needs.
- 3.3. Help eligible 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 they may achieve economic self-sufficiency.
- 3.5. Offer training, technical assistance, consumer education, and information to SR and VPK Program 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 differential payment program for the SR Program (Quality Performance Incentives) that:
 - 3.7.1. Increases payment rates for providers that exhibit quality per Rule 6M-4.500, F.A.C.
 - 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 includes, but is not limited to, language, cognitive, emotional, social, regulatory, and moral capacities.
- [3.9.](#) Ensure contracted providers are compliant with all statutes and rules governing the SR and/or VPK Program(s) and issuing corrective action for noncompliance.

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3.10. Expand access to child care and increase the quality of early childhood care and education programs.

3.9.3.11. Address the needs of families and child care providers facing financial uncertainty due to the COVID-19 pandemic.

B. Terms and definitions

- 1. Accountability Monitoring Report** – A 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 identifies if the coalition was compliant with service delivery and operational requirements. For non-compliant observations, the report identifies recommended corrective actions that may include questioned costs resulting in repayment by the ELC. Additionally, the recommended corrective actions may include submission of tracking reports/documentation to show implementation of OEL approved corrective actions that address repeated non-compliance observations.
- 2. American Rescue Plan Act – Federal emergency relief bill signed into law on March 11, 2021, aimed at providing economic relief to the nation’s families, workers and businesses. ARPA included two types of CCDBG funding. Child Care Stabilization Grants relief funds to provide relief for child care providers and Supplemental Discretionary CCDF funds provide support for families that need help affording child care.**
- 2.3. Bright Beginnings Online Reporting System** – A Web-based online information system supported by the OEL that houses the reporting system for the VPK Assessments. The system provides VPK administrators and teachers with a user-friendly tool to track children’s progress in attaining the skills based on the Early Learning and Developmental Standards: 4 Years Old to Kindergarten, inform instructional strategies, and provide assessment reporting for parents and other stakeholders.
- 3.4. Child Care Authorization Form** – A form granting authorization for SR services distributed from local referring agencies to ELCs for families meeting requirements of SR priorities including:
 - 3.14.1** A child younger than 13 years of age from a family which includes a parent who is receiving temporary cash assistance under chapter 414, F.S., and subject to federal work requirements.
 - 3.24.2** An at-risk child younger than 9 years of age.
 - 3.34.3** A child of a parent who transitions from the work program into employment as described in s. 445.032, F.S., 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, F.S.
 - 3.44.4** 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)(a)-(c)1, F.S., shall be given priority over other children who are eligible under this paragraph.
 - 3.54.5** A child of a parent who transitions from the work program into employment as described in s. 445.032 F.S. who is younger than 13 years of age.
- 4.5. 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 child care providers in their local areas. These local resource and referral programs:

EXHIBIT II

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- 4.15.1** Act as the “front door” to families, providing early learning information, referrals, and community resources.
- 4.25.2** Verify legally operating provider information is up to date in its service area within the Single Statewide Information System (SSIS) in accordance with Rule 6M-9.300, F.A.C.
- 4.35.3** 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.
- 4.45.4** Offer start-up and ongoing training and technical assistance for providers.
- 5-6. Child Care Listing** – The customized list of child care providers that best meet a family’s needs generated from the SSIS.
- 6-7. Child Eligibility** – The process of determining eligibility and 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.
- 7-8. Classroom Assessment Scoring System (CLASS[®], CLASS)** – An observation-based program assessment instrument and associated system which measures teacher-child interactions. CLASS[®] is a registered trademark of Teachstone Training, LLC.
- 8-9. Coalitions Services Portal** – The core component of the SSIS used to process the VPK and SR applications from the Family Portal and process provider applications, agreements, and attendance records from the Provider Services Portal
- 9-10. Composite CLASS Score** – A score determined by averaging 50% percent the dimensions (except Negative Climate) of CLASS observations conducted in a random selection of 50 percent of birth to kindergarten entry classrooms by care level at a participating provider including each CLASS dimension except Negative Climate. A provider must meet a minimum threshold to be eligible for an SR contract.
- 10-11. Community Resources** – Refers to financial assistance programs that a family may be eligible for including SR, VPK, TANF, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Head Start and Early Head Start, as well as any service that a family may qualify for that will support the family’s financial independence, assist with developmental concerns and help fill an unmet need.
- 11-12. Consumer Education** – Information and resources that assist an individual or family in making informed decisions regarding quality child care.
- 12-13. Contracted Slot** – A child care slot established within a contract between the ELC or its subcontractor and an SR provider guaranteeing funding, potentially at an increased provider payment rate.
- 14. Coronavirus Aid, Relief, and Economic Security (CARES) Act** – Supplemental CCDF funding to help address the needs of working families and child care providers through COVID-19.
- 15. Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act** – Supplemental CCDF funding to prevent, prepare for, and respond to COVID-19, including serving additional children and families, stabilizing the child care industry, and supporting incoming kindergarteners.
- 13-16. 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.

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- 14.17. Department of Children and Families (DCF)** – State of Florida department statutorily responsible for the administration of child care regulations throughout Florida.
- 18. Direct Enhancement Services – Services for families and children that are in addition to payments for the placement of children in the SR Program.**
- 15.19. Direct Services** – SR or VPK Program educational services that an approved contracted provider delivers.
- 16.20. Disbursement** – Payment made in cash, by check, or via electronic means.
- 17.21. Disenrollment** – Removing, either temporarily or permanently, a child from SR Program participation.
- 18.22. Early Learning Coalition (ELC)** – Part of a system of statutorily-created local not-for-profit entities in Florida which implement early learning programs at the local level including, but not limited to, the SR, CCR&R, and VPK Programs.
- 19.23. Family Engagement** – The systematic inclusion of families as partners in their child’s development, learning, and wellness, enabled by positive relationships between families and staff in coalitions and early learning programs.
- 20.24. Family Portal** – The component of the 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 and manage their family account.
- 21.25. Fiscal Monitoring Report** – Report which 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 SSIS reporting and reconciliation (if applicable), prepaid program items (if applicable), cost allocation and disbursement testing, travel, purchasing, contracting, and subrecipient monitoring. The report describes if the coalition was compliant with financial management requirements. For non-compliant observations, the report identifies recommended corrective actions which may include questioned costs resulting in repayment by the ELC.
- 22.26. 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 agreement through which agreement information flows between OEL and the ELC.
- 23.27. 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.
- 24.28. Obligations** – The amounts for orders placed, contracts awarded, services received, or for similar transactions during the agreement period, which require payment during the same or a future period.
- 25.29. 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, SR, CCR&R, and VPK.
- 26.30. Other Cost Accumulator (OCA)** – Indicators for tracking state and federal fund expenditures.
- 27.31. Monitoring** – Actions, activities, and practices OEL uses to determine funds are used and programs are operated in accordance with applicable federal and state statutes, rules, regulations and OEL Program Guidance.
- 28.32. 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.

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- 29.33. Preschool Development Grant Renewal (PDG-R)** – Federal grant designed to fund states to conduct a comprehensive statewide birth through five needs assessment followed by in-depth strategic planning, while enhancing parent choice and expanding the current mixed delivery system consisting of a wide range of provider types and settings, including child care centers and home-based child care providers, Head Start and Early Head Start, state prekindergarten, and home visiting service providers across the public, private and faith-based sectors.
- 30.34. 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.
- 31.35. Program Income** – Additional revenues available for grant purposes which 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.
- 31.135.1** Program income funds must be spent in the program period earned and before additional grant program funds are requested for reimbursement from OEL.
- 31.235.2** 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.
- 32.36. Provider Services Portal** – The component of the SSIS through which providers can, at a minimum, register for an account, complete a Form OEL-SR 20, Statewide School Readiness Provider Contract, complete an application for VPK, complete a Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract and associated forms, complete their provider profile and annual update process, review and/or edit attendance rosters, and submit attendance rosters to the ELC for payment processing.
- 33.37. Quality Improvement Plan (QIP)** – A targeted 12-month plan to improve program quality using performance goals and strategies.
- 34.38. Quality Performance System (QPS)** – A web-based system funded by OEL where child care providers activate accounts and register for program assessments. The system uses data from the SSIS and provider input to create a record of each provider including their list of teachers and a director, classrooms and classroom assignments. Additionally, providers on a QIP upload evidence of completion in the system to satisfy QIP requirements. See <https://qps.floridaearlylearning.com/>.
- 35.39. School Readiness Child Assessment** – The act of conducting an observation-based child assessment in accordance with OEL Program Guidance 420.02 and Rule 6M-4.500, F.A.C., using an OEL-identified child assessment instrument meeting the requirements set forth in s. 1002.82(2), F.S.
- 36.40. School Readiness Program Plan (Coalition Plan)** – The document outlining how the ELC will implement the delivery of SR in its local service area. Section 1002.85(2), F.S., and Rule 6M-9.115, F.A.C., specifies the plan’s required components.

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- 37.41. School Readiness (SR) Match Program** - The SR Match Program extends the provision of services to low income families at or below 200 percent of the federal poverty level (FPL) as long as the income does not exceed 85 percent of the state median income (SMI). Local matching funds can be derived from local governments, employers, charitable foundations, and other sources so that Florida communities can create local partnerships focused on using the state and local funds for direct services and expanding the number of child care slots. To be eligible for funding, an ELC must match state funds on a dollar-for-dollar basis. The Office shall establish procedures for the match program that shall include giving priority to ELCs whose local match complies with federal CCDBG matching requirements. 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.
- 38.42. School Readiness (SR) Program** – The SR Program offers financial assistance to eligible families for early childhood care and education 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.
- 39.43. Single Point of Entry (SPE)** – The process established under s. 1002.81(14), F.S. means an integrated information system that allows a parent to enroll his or her child in the SR program or the VPK program at various locations throughout a county, that may allow a parent to enroll his or her child by telephone or through a website, and that uses a uniform waiting list to track eligible children waiting for enrollment in the school readiness program. SPE is part of the SSIS.
- 40.44. 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, consisting of the Family Portal, Provider Services Portal, and Coalition Services Portal.
- 41.45. SR Program Assessment (SRPA)** – Required under F.S 1002.82(2), and in accordance with 6M-4.740 FAC, 6M—4.741 FAC, Form OEL-SR 740 Program Assessment Requirements Handbook, an SRPA measures the quality of teacher-child interactions as evidenced by a CLASS composite score. ~~CLASS composite scores are determined by averaging the dimensions of CLASS observations conducted in a random selection of 50 percent of birth to kindergarten entry classrooms by care level at a SR provider. Providers must meet a minimum threshold to be eligible for an SR contract.~~
- 42.46. Subrecipient** – A non-state entity which receives federal/state financial assistance directly from OEL or the ELC to provide goods and/or services which demonstrate the contract relationship characteristics which 2 CFR §200.330, *Subrecipient and contractor determinations*, describes.
- 43.47. 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.
- 44.48. Voluntary Prekindergarten Education (VPK) Program** – A free educational program described in 1002.53, F.S., that prepares age-eligible children for success in kindergarten and beyond. To be eligible, children must live in Florida and be four (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 in 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.

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45.49. VPK Specialized Instructional Services Education (VPK SIS) Program – A program which takes place outside a traditional classroom setting and is designed for ~~four-(4)-~~year-olds with special needs who have current individualized educational plans from local school districts. Services are offered in individual or small group settings with a certified or licensed professional trained to provide specific instruction.

46.50. VPK Provider – Within the ELC’s county or multi-county region, a private prekindergarten provider eligible to deliver the school-year prekindergarten program under s. 1002.55 or the summer prekindergarten program under s. 1002.61; or a traditional public school or a charter school eligible to deliver the school-year prekindergarten program under s. 1002.63 or the summer prekindergarten program under s. 1002.61.

47.51. WELS – The Web-based Early Learning System that serves as the early learning classroom support system. Data transfers between the QPS and WELS trigger WELS to randomly select 50 percent of birth to kindergarten entry classrooms by care level for observation in the required program assessment. CLASS observers enter observation data in WELS and generate a composite score for each provider that then transfers back to the QPS where it is viewable to the provider and system users.

C. Manner of service provision

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

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’s website home page shall clearly display CCR&R and family and provider services contact information, including phone numbers, hours of operation and a brief description of services available for families and providers, in accordance with Rule 6M-9.300(4)(b), F.A.C. Additionally, the ELC must maintain a form of outreach and awareness within its service area that includes mention of CCR&R and services available through the program.

1.3. 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 and Provider Services Portals).

1.4. The ELC will verify monthly its contact information on its webpage is accurate.

1.5. The ELC shall notify OEL at Service.Desk@oel.myflorida.com:

1.5.1. Twenty-four (24) hours prior to any changes in its URL.

1.5.2. Forty-eight (48) hours prior to any planned disruption or maintenance in its URL.

1.5.3. Within twenty-four (24) hours of an unintended service disruption in its URL.

2. SSIS and SPE data, reporting and security

2.1. The ELC shall utilize the Coalition Services Portal to process:

2.1.1. SR electronic applications and manage the SR waiting list in compliance with Rule 6M-4.300, F.A.C.

2.1.1.2. VPK electronic applications in compliance with Rule 6M-8.201, F.A.C.

2.1.2.2.1.3. Provider accounts, SR and/or VPK contracts, attendance rosters, and provider reimbursements.

2.2. The ELC shall review submitted SR and VPK applications within twenty (20) calendar days of submission. The ELC shall notify the parent if the eligibility criteria have or have not been met or to request additional information within twenty (20) calendar days of the submitted application.

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- 2.3. 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.
- 2.4. The ELC shall verify 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 are removed from the waiting list.
- 2.5. 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.
- 2.6. 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.
- 2.7. The ELC shall verify and document, on a monthly basis, in SSIS the ELC includes all legally operating early learning providers within the ELC's service area listed in the DCF Child Care Administration, Regulation and Enforcement System (CARES).
- 2.8. The ELC shall verify and document, on a monthly basis, the ELC reconciled its financial records for child care provider payments between the ELC accounting system and the SSIS. The ELC shall reconcile within sixty (60) days after the close of each monthly reporting period.
- 2.9. The ELC shall comply with OEL:
 - 2.9.1. ~~s~~Standard codes and definitions for all early learning programs contained in the SSIS.
 - ~~2.8.1, 2.9.2.~~ Data correction requests or data cleansing activities within the agreed upon time frames.
 - ~~2.8.2, 2.9.3.~~ Required data analysis, definition, and standardization activities within the agreed upon time frames.
 - 2.9.2.10. The ELC shall provide the OEL permanent access to any server the ELC uses locally to host the SSIS to meet data reporting requirements and access to information the ELC or its contractors maintain in any information system for services provided under this agreement. The ELC and its contractor shall provide data in an approved machine-readable format, if necessary and upon request.
- ~~2.10. 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.~~
- 2.11. The ELC shall communicate to OEL any enhancement requests to the OEL SSIS in writing ~~to the SharePoint site~~ via the OEL Support Portal until notified of a different process by OEL.
- 2.12. The ELC shall participate in SSIS conference calls.
- 2.13. The ELC shall communicate any SSIS-related issues ~~to service.desk@oel.myflorida.com~~ via the OEL Support Portal until notified of a different process by OEL.
- 2.14. The ELC shall ensure the security of all early learning program management data systems and the confidentiality of data stored in these systems pursuant to Chapter 81, F.S., the Florida Computer Crimes Act. This includes data systems OEL provides and maintains and all other data systems the ELC purchases, contracts for or creates.
- 2.15. The ELC shall comply with OEL Program Guidance 101.02 – Records Confidentiality, 300.01 – IT Security Manual, and 300.02 – MOU and Data Security Agreement. The ELC shall ensure each coalition employee or other individual(s) with access to confidential

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information completes and signs [OEL's Memorandum of Understanding and Data Security Agreement](#) prior to having access to the confidential information and retain this form on file.

2.16. The ELC shall participate in routine OEL-conducted data security reviews.

3. 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.

- 3.1.** 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. The ELC shall ensure staff are trained to assist parents on how to identify quality programs and in making informed choices in compliance with program requirements established by the state network office and Rule 6M-9.300, F.A.C.
- 3.2.** The ELC shall provide CCR&R office location(s) and days and hours of operation in Exhibit V and services in accordance with Rule 6M-9.300, F.A.C.
- 3.3.** If the CCR&R organization is closed at any time during standard business hours, the CCR&R organization shall provide a message on their family services phone line with its hours of operation and the contact information for an alternative organization that can assist families in an emergency situation in accordance with Rule 6M-9.300(3)(c), F.A.C., to include 211 or another organization that provides community resources.
- 3.4.** The ELC shall provide, to all individuals requesting services and who do not decline, child care provider listings, information on financial assistance programs, community resources and consumer information within two (2) business days of the request date, and in the format requested by the individual. The child care provider listings shall consist of at least six (6) providers matching the criteria outlined in Rule 6M-9.300(6), F.A.C.
- 3.5.** The ELC shall maintain documentation of requests for services and responses to those requests for services. These may include phone records, office visit sign-in logs, completed customer surveys, and applications.
- 3.6.** The ELC shall document each request for CCR&R services on the CCR&R Family Intake Form available in the SSIS. The ELC shall pull monthly the Tableau CCR&R Contacts and Casenotes Report to monitor customer intakes completed by CCR&R staff.
- 3.7.** The ELC shall ensure all CCR&R requests for child care listings, consumer education and community resources are properly entered into the SSIS. The ELC shall [develop written procedures to align with](#)~~follow~~ the CCR&R requirements as outlined in Rule 6M-9.300 F.A.C., OEL-established procedures outlined in the [CCR&R Reference Guide](#), most current CCR&R guidance documents, and SSIS User Guides on generating child care listings and providing consumer education and community resources to individuals requesting services. Information recorded in the SSIS for CCR&R customer data shall include:
 - 3.7.1.** The number of calls and contacts to the CCR&R by type of service requested;
 - 3.7.2.** Age of children or child's date of birth for whom services are requested;
 - 3.7.3.** Location, day, and time for needed child care services;
 - 3.7.4.** Type of program requested such as child care center, family child care home, before-school and after-school program, summer recreation and summer day camp program, and recreational facility;
 - 3.7.5.** Child's special need, if applicable;

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- 3.7.6.** Family’s primary language, if not English;
 - 3.7.7.** Reason for care; and
 - 3.7.8.** Other services offered by providers, as requested by the family.
- 3.8.** The ELC shall designate a OEL-certified CCR&R Coordinator to serve as the point of contact for the CCR&R State Network. To comply with Rule 6M-9.300(10)(b), F.A.C., the designated coordinator must be certified through successful completion of the CCR&R Coordinator Evaluation and CCR&R Specialist ~~certification~~-Evaluation within four (4) months of being designated or employed as the coordinator. Designated trainers for the CCR&R program, if not the coordinator, must comply with the coordinator training requirements.
- 3.9.** The ELC shall ensure all CCR&R staff, including staff in blended positions who provide CCR&R services, are trained in customer service, consumer education, community resources, financial assistance programs for families, and available types of child care and early learning providers and programs, specific to their service area, and have successfully completed the CCR&R specialist evaluation within four (4) months of employment as a CCR&R specialist.
- 3.10.** The ELC shall upload to SharePoint/Coalitions Zone and email notice to the CCR&R State Network manager a completed CCR&R ELC Staff List:
 - 3.10.1.** Within five (5) business days of a change in the designated CCR&R coordinator.
 - 3.10.2.** Each time updates are made and maintain on SharePoint previously submitted staff lists.
 - 3.10.3.** By the last business day in August and carefully review each section and field for accuracy before submitting.
- 3.11.** 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 may 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.
- 3.12.** The ELC’s CCR&R data shall identify all legally operating child care and early childhood education providers within its service area. These shall, if appropriate, include any child care, early learning, or school-age provider that is either licensed, registered, or has a qualifying exemption from licensure from the Department of Children and Families, including before-school and after-school programs, summer recreation and summer day camp programs, and recreational facilities.
- 3.13.** The ELC shall, at a minimum, annually certify that provider information housed in the SSIS is updated and accurate. The request for updated information begins January 1 and ends May 31. Any updates made by a provider outside of this time period will have to be certified by the ELC within fifteen (15) calendar days of being submitted by the provider into the SISS. At a minimum, the ELC shall ensure the following information is updated for each provider:
 - 3.13.1.** Contact information;
 - 3.13.2.** Gold Seal or accreditation status;
 - 3.13.3.** Quality rating, if available;
 - 3.13.4.** Program schedule,
 - 3.13.5.** Ages served;
 - 3.13.6.** Group sizes and ratios;
 - 3.13.7.** Enrollment information;
 - 3.13.8.** Private pay rates charged;

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- 3.13.9.** Registration fees charged, if applicable;
 - 3.13.10.** Differential fees charged, if applicable;
 - 3.13.11.** Environment;
 - 3.13.12.** Special services offered;
 - 3.13.13.** Languages other than English spoken fluently by the provider's staff;
 - 3.13.14.** Transportation; and
 - 3.13.15.** Meal options.
- 3.14.** The ELC shall provide families and employers information and guidance on subsidy programs and other financial assistance including, but not limited to, the VPK Program, the SR Program, Head Start Programs, private funding programs, the federal child and dependent care tax credit, consumer education and other statewide or local community resources.
- 3.15.** The ELC shall also develop and maintain a directory of community resources which, at a minimum, contains parent education programs, financial assistance programs including the temporary cash assistance program, and related community and social services resources in accordance with Rule 6M-9.300 (7)(c) F.A.C. The directory may be maintained in a format which best meets the coalition's needs. Resource directory elements shall include, but are not limited to, the following:
- 3.15.1.** Community services for each county within the CCR&R organization's service area;
 - 3.15.2.** Federal and state financial assistance programs;
 - 3.15.3.** Federal, state and local partners, including state agencies and social services organizations;
 - 3.15.4.** Child healthcare;
 - 3.15.5.** Child welfare and abuse;
 - 3.15.6.** Services for children with special needs or developmental disabilities, such as developmental screenings or assessments;
 - 3.15.7.** Resources provided by the Office of Early Learning or identified through collaboration with other entities; and
 - 3.15.8.** Other resources as needed and appropriate to the specific needs of the individual family.
- 3.16.** To comply with Rule 6M-9.300(3)(a), F.A.C. the ELC will assist all families requesting School Readiness, VPK or CCR&R with identifying local community resources, accessing consumer education, identifying summer camp programs, and identifying creative child care options or other special arrangements with providers.
- 3.17.** 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.
- 3.18.** To comply with Rule 6M-9.300(9)(a), F.A.C. the ELC shall provide technical assistance to existing and potential providers, as requested. Technical assistance may include information and resources regarding:
- 3.18.1.** Early learning program types and available services;
 - 3.18.2.** Health and safety requirements;
 - 3.18.3.** Available training and professional development opportunities;
 - 3.18.4.** Effective business practices to help providers maximize their ability to serve children and families; and
 - 3.18.5.** Initiating new child care services, including how to access information regarding zoning and local child care ordinances, program and budget development, becoming a licensed provider, and other resources as needed and appropriate to

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assist the provider.

- 3.19.** The ELC shall submit to OEL any data, plans, 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. No later than the last business day in August, the ELC shall annually submit an Accessibility Report and Family Engagement and Community Outreach Plan pursuant to Rule 6M-9.300(4)(a), F.A.C, 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 including its plan for family engagement and community outreach. The report shall be submitted in the format designated annually by the OEL.

4. Inclusion Warm-Line

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

_____ **Initial here** if 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.

- 4.1.** In accordance with Rule 6M-4.720, F.A.C., 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 shall include, at a minimum, a process for:
- 4.1.1.** Identifying potential needs.
 - 4.1.2.** Gathering information that could further identify evaluation needs and provision of supports and/or referrals, such as:
 - 4.1.2.1.** Creating access to multiple screening tools.
 - ~~4.1.1.1.~~**4.1.2.2.** Providing relevant resources to families.
 - ~~4.1.1.2.~~**4.1.2.3.** Offering technical assistance about policies and procedures regarding the Individual with Disabilities Education Act, the Americans with Disabilities Act, and/or referring families to other community partners.
 - ~~4.1.1.3.~~**4.1.2.4.** Offering information that empowers parents to become partners in their child’s learning.
 - 4.1.2.4.1.3.** Identifying a specialized care team (parents, providers, CCR&R specialist, Inclusion Specialist) to plan for any identified needs and follow up, if needed.
- 4.2.** The ELC shall participate in OEL conference calls and webinar trainings scheduled. If an ELC representative cannot participation conference calls, an ELC representative must review minutes from the conference call. As ELC funds allow, designated staff shall also attend OEL regional or statewide training.
- 4.3.** The ELC’s Inclusion Warm-Line staff shall provide onsite technical assistance when requested by child care providers.
- 4.4.** The ELC shall maintain documentation for requests for Inclusion Warm-Line services and request for services responses. These include phone records, emails, office visit sign-in logs, completed surveys and assessments, follow-up assistance case notes, and accurately completed personnel activity reports.
- 4.5.** The ELC shall submit data, reports and staff evaluations for Inclusion Warm-Line services administration as OEL requires. The data and reports must 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

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technical assistance.

5. SR Program

5.1. 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.

- 5.1.1.** The ELC shall determine eligibility for children to receive the determined level of child care services in accordance with s. 1002.87, F.S., and Rules 6M-4.200, 6M-4.208, 6M-4.300, and 6M-4.400, F.A.C.
- 5.1.2.** 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.
- 5.1.3.** The ELC shall make eligibility determinations for new and redetermination applicants within ten (10) calendar days of receipt of the application and supporting documentation.
- 5.1.4.** The ELC shall record the following data items in the SSIS which includes, but are not limited to, the following:
 - 5.1.4.1.** Child Care Authorization Form (if applicable).
 - 5.1.4.2.** Authorized care hours.
 - 5.1.4.3.** Eligibility period and redetermination date.
 - 5.1.4.4.** Child's age.
 - 5.1.4.5.** Residency.
 - 5.1.4.6.** U.S. citizenship/immigration status of child.
 - 5.1.4.7.** Family unit income.
 - 5.1.4.8.** Family unit size.
 - 5.1.4.9.** Maximum family unit income threshold.
 - 5.1.4.10.** Parent copayment.
 - 5.1.4.11.** Parent copayment reduction or waiver, if applicable.
 - 5.1.4.12.** Eligibility and billing groups.
 - 5.1.4.13.** Demographics.
 - 5.1.4.14.** Purpose for care.
- 5.1.5.** The ELC shall verify, document, and maintain in the child file the citizenship and immigration status of SR participants (children). 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.
- 5.1.6.** Upon determining eligibility, the ELC shall assist families with selecting providers, based on parental choice, and complete a payment certificate. To comply with the approved CCDF State Plan, the ELC shall use the child care payment 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

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and interest in providing SR services.

5.1.7. Once a parent has selected a provider, the ELC shall provide the parent with the consumer statement that contains the following information:

5.1.7.1. 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.

5.1.7.2. A description of how CCDF subsidies are designed to promote equal access.

5.1.7.3. Instructions on how to submit a complaint through DCF's hotline.

5.1.7.4. Instructions on how to contact local CCR&R for information regarding other community-based supports.

5.1.8. 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.

5.2. 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.

~~5.2.1.~~ The ELC shall manage child care services for each SR participant and, if applicable, provide case management for at-risk children. The ELC shall determine and document all initial child eligibility and redeterminations

~~5.2.2.~~5.2.1. in accordance with s. 1002.87, F.S., and Rules 6M-4.200, 6M-4.208, 6M-4.300, and 6M-4.400, F.A.C.

~~5.2.3.~~5.2.2. 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.

~~5.2.4.~~5.2.3. 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 in accordance with Rule 6M-4.500, F.A.C. Once notified by the provider 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 SR provider at least two weeks prior to disenrollment pursuant to Rule 6M-4.200, F.A.C. If the authorized eligibility period ends in less than two (2) weeks, the notice of disenrollment will be sent stating services will end the last day of the current eligibility period.

~~5.2.5.~~5.2.4. Upon receiving notification by a SR provider 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.

~~5.2.6.~~5.2.5. The ELC shall verify and document the authorized provider received the required parent copayment or established a repayment plan in the event of an SR participant's transfer request.

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~~5.2.7.~~5.2.6. The ELC shall verify and document each child’s eligibility no less than annually in accordance with s. 1002.84(7), F.S.

~~5.2.8.~~5.2.7. 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 with Rule 6M-9.115, F.A.C.

5.3. SR provider eligibility and contracting

_____ **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.

5.3.1. The ELC shall conduct or cause to be conducted a program assessment or second program assessment in accordance with Rule 6M-4.740, F.A.C., on all SR providers notifying the ELC in accordance with Program Assessment Requirements Handbook, Form OEL-SR 740 (incorporated in Rule 6M-4.740, F.A.C.), and seeking to contract with the ELC to deliver child care services during the grant agreement service period.

~~5.3.2.~~ 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 and OEL Program Guidance 420.02 – SR Quality Performance.

~~5.3.3.~~5.3.2. The ELC shall not impose additional eligibility requirements beyond those requirements detailed in Form OEL-SR 20, Statewide School Readiness Provider Contract and OEL Program Guidance 420.02 – SR Quality Performance.

~~5.3.4.~~5.3.3. The ELC shall execute annually Form OEL-SR 20, Statewide School Readiness Provider Contract, with eligible SR providers in accordance with Rule 6M-4.610, F.A.C.

5.4. SR program curriculum

The ELC shall monitor SR providers for compliance with Rule 6M-4.6710, F.A.C., using Form OEL-SR ~~320M~~ incorporated by Rule 6M-4.630, F.A.C. governing implementation of the OEL-approved curricula as listed in the Form OEL-SR 20, Statewide School Readiness Provider Contract.

5.5. 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.

5.5.1. 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 implementation of an OEL-approved~~ establishing implementation of an OEL-approved screening ~~tool~~ instrument meeting the requirements of Rule 6M-4.720(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 another contracted entity providing screening to children on behalf of the ELC.

5.5.2. The ELC shall coordinate with parents or providers to complete an initial screening

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within forty-five (45) days after the child's first day of attendance at the provider's site or subsequent enrollment, in compliance with Rule 6M-4.720(2).

~~5.5.2.~~5.5.3. If the ELC coordinates with providers to complete screenings, the provider shall review the electronic notification of each child that must be screened using the SSIS. In the event the SSIS is non-operational, the ELC shall provide written or electronic notification of each child that must be screened to the child care provider no later than 15 calendar days after the screening start date in compliance with Rule 6M-4.720, F.A.C. At a minimum, notification shall include the screening start date, the screening due date and each child's name, date of birth and age. ELC shall notify providers of the required screening at least thirty (30) days prior to the screening due date.

5.5.4. The ELC shall document all initial screening efforts, including parent declining or waiving screening. 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.

~~5.5.5.~~ If the ELC ~~is~~ coordinates with providers to complete ~~the~~ screenings, the ELC ~~will~~ must verify that ~~the~~ families have ~~received~~ the screening results ~~of the screening~~ in writing or in the ~~statewide information system~~ SSIS within thirty (30) days of the screening due date in compliance with Rule 6M-4.720(2)(e), F.A.C..

5.5.6. The ELC shall verify all screening score data, regardless of who completed the screening, is entered in the ~~statewide information system~~ SSIS within thirty (30) calendar days of the screening administration in compliance with Rule 6M-4.720(2)(e), F.A.C..

~~5.5.3.~~5.5.7. The ELC shall establish and implement an appropriate referral process for children with identified delays, suspected disabilities, or special health care needs, in compliance with Rule 6M-4.720(5)(b)~~56~~, F.A.C..

~~5.5.4.~~5.5.8. The ELC shall coordinate with parents or providers for subsequent screenings in accordance with Rule 6M-4.720~~(2)(f)~~, F.A.C.

~~5.5.5.~~ 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 ~~ELC provided~~ electronic tracking system within thirty (30) days of the screening due date.

~~5.5.6.~~ The ELC shall verify all screening score data ~~regardless of who completed the screening~~ is entered in an electronic tracking system within sixty (60) calendar days of the screening administration.

~~5.5.7.~~5.5.9. The ELC shall document all efforts to have children initially screened within forty five (45) days of ~~first day of attendance~~ enrollment. 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. For each of the ELC's SR providers who 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, documented attempts by the ELC to notify the provider of past due screenings, and any corrective actions implemented to address the non-compliance.

~~5.6.~~ —

5.7.5.6. **SR direct enhancement (quality) services**

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- _____ **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.

5.7.1.5.6.1. Pursuant to s. 1002.83(1), F.S., the ELC shall maintain direct enhancement services at the local level.

5.7.2.5.6.2. Pursuant to s.1002.81(4), F.S., direct enhancement services for families and children may include:

5.7.2.1.5.6.2.1. Supports for providers, including quality enhancement/improvement supports.

5.7.2.2.5.6.2.2. Parent training and involvement activities, including activities to promote a higher level of family engagement.

5.7.2.3.5.6.2.3. Strategies to meet the needs of unique populations and local eligibility priorities, including supports for creating inclusive environments, support for serving diverse populations of children, support for trauma-informed care, and grants to incentivize serving these populations.

5.7.3.5.6.3. The ELC shall provide in its SR 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 described in s.1002.89(6)(b), F.S. which can be measured by program assessment, professional development, and formative child assessment.

5.7.4.5.6.4. 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.

5.8.5.7. **Quality Improvement Plan QIP management**

For any SR Provider the ELC has, in accordance with Rule 6M-4.740, F.A.C., determined is required to complete a QIP as a condition to contracting with the Provider, the ELC shall manage the Provider's completion of the QIP in accordance with the Provider's Form OEL-SR20 Statewide School Readiness Provider Contract, Exhibit 3: Quality Improvement Plan Selection, and OEL Program Guidance 420.02 – SR Quality Performance.

5.9.5.8. **Child assessment management**

In accordance with OEL Program Guidance 420.03 – SR Quality Performance, for each SR Provider the ELC determines to meet minimum qualifications, and provider elects to conduct child assessment in accordance with Rule 6M-4.500, F.A.C. and the Provider's Form OEL-SR20 Statewide School Readiness Provider Contract, the ELC shall monitor for:

5.9.1.5.8.1. Child assessment compliance.

5.9.2.5.8.2. Minimum average of reliable child assessor compliance.

5.8.3. Ensuring only eligible children receive child assessments.

5.9.3.5.8.4. [Ensuring differentials are only paid for eligible children who receive completed assessments during the appropriate Assessment Period.](#)

5.10.5.9. **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

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OEL. The transportation services may only provide transportation to each child participating in the SR Program to the extent such transportation is necessary to provide child care opportunities which 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 child care home (s. 1002.93, F.S.).

5.11.5.10. 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 and Rules 6M-4.610, 6M-4.620, and 6M-9.115, F.A.C.

6. SR Match Program

___ **Initial here** if the ELC is not participating in the SR Match Program.

___ **Initial here** if the ELC is participating in the SR Match Program. **If yes (see below)**

___ **Initial here** if SR Match Program services are performed directly by the ELC.

___ **Initial here** if SR Match Program 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.

- 6.1.** ELCs with committed matching funds on a dollar-for-dollar basis may apply to participate in the SR Match Program. Upon OEL acceptance of the application and receipt of SR Match funding on the ELCs NOA, the ELC agrees to comply with OEL Program Guidance 440.10 – Match Reporting.
- 6.2.** The ELC shall comply with OEL timelines and instructions to develop and submit for consideration an SR Match Program funding application for serving parents and children in the local service area.
- 6.3.** The ELC shall determine parent/guardian and child eligibility for SR Match funding. Initial eligibility is limited to low-income working parents whose family income does not exceed 200 percent FPL as long as the income does not exceed 85 percent SMI.
- 6.4.** The ELC must receive local SR matching funds before expending state matching funds and shall document receiving and expending SR Match contributions in the SSIS.

7. VPK 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.

7.1. VPK child eligibility and enrollment

- 7.1.1.** The ELC shall use the SSIS as the source to receive applications for VPK Program participation.
- 7.1.2.** The ELC shall verify and determine child eligibility for VPK and VPK SIS based on requirements of Rules 6M-8.201 and 6A-6.03033, F.A.C.
- 7.1.3.** The ELC shall ensure VPK SIS providers are approved by the OEL.
- 7.1.4.** Upon determining child eligibility, the ELC shall issue a Certificate of Eligibility in the SSIS. After the provider enrolls the child in their program the ELC shall finalize the enrollment in the SSIS in accordance with 6M-8.201, F.A.C.
- 7.1.5.** The ELC shall administer the VPK Education Program as required by Chapter 6M-8 as well as Rules 6A-1.09433 and 6A-6.03033, F.A.C.
- 7.1.6.** The ELC shall complete and document the registration and application for each

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eligible VPK child as Rule 6M-8.201, F.A.C., establishes.

- 7.1.7. The ELC shall coordinate with each school district in development of procedures for enrolling children in VPK programs offered by public schools.
- 7.1.8. The ELC shall provide each parent access to information on all private and public school provider(s) delivering VPK in the county in which the child is enrolling. Provider profiles must include, at a minimum, the provider's services, curriculum, instructor credentials instructor-to-student ratio; and the provider'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.
- 7.1.9. The ELC may not limit the number of students admitted by any private VPK provider for enrollment in the program.
- 7.1.10. The ELC shall accept a school district's automated daily attendance reporting system for the purpose of transmitting attendance records in the SSIS format.

7.2. VPK Program management

- 7.2.1. 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.
- 7.2.2. The ELC shall verify and document VPK program service delivery, appropriate payment, and appropriate payment adjustments.
- 7.2.3. The ELC shall verify and document receipt and review of child attendance records.
- 7.2.4. The ELC shall follow the requirements of s. 1002.72, F.S., relating to child records in the VPK Education Program.

7.3. VPK provider eligibility and contracting

___ **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:

- 7.3.1. Verify the VPK providers contracting with the ELC meet all eligibility 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., before executing Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract.
- 7.3.2. Verify all VPK providers are eligible to participate in the VPK Program and any provider removed from eligibility for five (5) years is not contracted with until that time period expires.
- 7.3.3. Execute statewide Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract, with eligible VPK providers.
- 7.3.4. Execute provider agreements with eligible VPK SIS providers as specified in Rules 6M-8.500 and 6A-6.03033, F.A.C.
- 7.3.5. Validate documentation submitted by the provider verifying the eligibility of providers to provide VPK programs and execute contract(s) timely.
- 7.3.6. Verify and document each VPK provider's (within the ELC's county or multicounty region) compliance with part V of Chapter 1002, F.S.
- 7.3.7. Notify OEL if the ELC determines a private provider's non-compliance with part V of Chapter 1002, F.S. which 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.
- 7.3.8. Upon the direction of OEL, remove the private provider from eligibility to deliver

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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 engages in misconduct.

7.4. VPK Provider Kindergarten Readiness Rate

7.4.1. The ELC shall assign a staff member to register and serve as the administrator for the VPK Provider Kindergarten Readiness Rate website (<https://vpkrates.floridaearlylearning.com>).

7.4.2. The ELC shall verify if the kindergarten readiness rate of a contracted VPK provider falls below the minimum rate adopted in accordance with s. 1002.69(6), F.S.

7.4.3. 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.

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

7.5. VPK pre- and post-assessment

7.5.1. 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.

7.5.2. 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.

7.5.3. 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.

8. PDG-R, Birth through Five

In accordance with the ELC’s OEL-approved application and NOA, the ELC shall:

8.1. Identify and provide mental health and/or social emotional supports for SR and VPK children, their families, contracted providers, and ELC staff.

8.2. Purchase curriculum and implementation training for SR and VPK providers.

8.3. Provide data and/or reports, as required by the application or as requested by OEL.

7.6-8.4. Provide other PDG-R activities as may be required.

D. Coalition administrative responsibilities

1. ELC SR Program Plan (plan)

The ELC shall biennially submit the coalition SR Program plan based on the requirements of s. 1002.85, F.S., and Rule 6M 9.115, F.A.C. The ELC shall submit amended plan elements and plan amendments as frequently as necessary to DEL including a Budget Report, a Revenue and Expenditure Report, and a Parent Sliding Fee Scale per Exhibit VI.

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 of each fiscal year and implement the OEL-approved plan requirements in accordance with s. 1002.84(17), F.S., and Rule 6M-9.400, F.A.C.

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4. Continuity of Operations Plan (COOP)

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. By the due date listed in Exhibit VI, the ELC shall submit a COOP update to the report recipient.

4.2.4.3. The ELC shall notify OEL within the same day of its COOP activation.

5. Required match

5.1. The ELC shall secure and document the receipt and expenditure of local match funds required by the SR Match Program, if applicable, 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, 2021 and June 30, 2022. Coalitions are encouraged to begin solicitation of match contributors as early as possible in the calendar year prior to the beginning of the fiscal year to secure match funding for the coming year.

5.2. The ELC shall submit its completed Local Match Funder Reporting form each month with its invoice.

5.3. The ELC shall not pass match requirements on to parents or guardians of SR services recipients or SR providers.

6. Performance monitoring

6.1. The ELC 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 as detailed in Exhibit VI. 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.

6.3. The ELC shall conduct subrecipient eligibility monitoring and shall address, at a minimum, the requirements in the most current Rule, the School Readiness Standard Eligibility Review Program Guide and the Voluntary Prekindergarten Standard Eligibility Review Program Guide identifies, including using all required elements in the guides and minimum sample sizes. The School Readiness Standard Eligibility Review Program and the Voluntary Prekindergarten Standard Eligibility Review Program guides are accessible on the OEL SharePoint Coalition Zone/Program Integrity/ Monitoring Guides/AS Monitoring Tools 2021-22. The ELC shall monitor the same SR and VPK child files within the sample for eligibility and payment validation criteria.

6.4. 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.

6.5. The ELC shall monitor SR Program providers in accordance with its plan and Rule 6M-4.630, F.A.C., to verify the providers meet the standards prescribed in ss. 1002.82, 1002.84(15) and 1002.88, F.S.

6.6. As prescribed in the OAMI Grant Agreement, the ELC shall develop written policies, procedures, and standards for monitoring VPK Program direct service providers.

6.7. 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 provide all reports listed in Exhibit VI of the agreement, List of Reports.

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- 7.2. The ELC shall use the uniform chart of accounts for reporting budget and expenditure reports pursuant to s. 1002.82(2)(c), F.S.
 - 7.3. The ELC shall complete TAPP reporting requirements in accordance with OEL Program Guidance 440.60 –Teenage Parent Programs (TAPP) Reporting.
 - 7.4. The ELC shall submit all data or reports necessary to comply with:
 - 7.4.1. ACF reporting requirements for SR Programs (ACF-118, ACF-403, ACF-404, ACF-696, ACF-800, ACF-801) and data requirements as OEL defines.
 - 7.4.2. OEL’s ad-hoc requests that conform to the timeline, content, format, and standard codes OEL specifies for:
 - 7.4.1.1.7.4.2.1. Administering the SR, VPK, Inclusion Warm-Line, and CCR&R Programs.
 - 7.4.1.2.7.4.2.2. SRPA and PDG-R activities.
 - 7.4.1.3.7.4.2.3. Direct enhancement services.
- Any agreement the ELC executes for services where a third party creates and/or stores ELC data in the third party’s data system as a result of this agreement shall include a requirement that the third party shall share that data with OEL directly in an OEL-approved machine readable format upon receipt of a request by OEL.
- 7.5. 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 SR 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.

9. Management of provider inactivation codes in 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.

10. SharePoint access

The ELC shall ensure appropriate staff have the needed access to the ELC’s Coalition Zone SharePoint site at the permission level necessary to perform the tasks assigned to the staff member as required in the agreement. The ELC SharePoint administrator shall request access for ELC staff by providing the name, phone number, and email address to 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
One full month of SR Program services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL	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 shall be expended for administrative activities. No more than 22 percent of all state, federal,	Services begin at agreement start date and continue through the NOA service period end date, invoiced monthly for the

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Deliverable	Minimum Performance Levels	Due Date
Program Guidance 250.01 – Other Cost Accumulators (OCAs).	and local matching funds expended by the ELC for the SR Program 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(6), F.S.). No less than 78 percent of all state, federal, and local matching funds expended by the ELC for the SR Program 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 match.	previous month’s reporting period.
One full month of VPK Program services tied to the Coalition operating within the hours specified in Exhibit V 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).	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 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.).	Services begin at agreement start date and continue through the NOA service period end date, invoiced monthly for the previous month’s reporting period.
One month of PDG services tied to the Coalition operating within the hours specified in Exhibit V 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).	The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer PDG services. The ELC shall expend no more than the maximum allocation(s) for PDG administrative services as specified on the NOA. The ELC shall expend no more than the maximum allocation for PDG local grants to support each specified activity, including curricula training, mental health supports and other PDG-R activities, as outlined on the NOA.	Services begin at <u>the date of application approval agreement start date</u> and continue through the NOA service period end date, invoiced monthly for the previous month’s reporting period.

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Deliverable	Minimum Performance Levels	Due Date
<p><u>One full month of CARES-funded services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 240.21 – COVID-19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers or 250.01 – Other Cost Accumulators (OCAs).</u></p>	<p><u>The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer CARES-funded services. The ELC shall expend no more than the maximum allocation for CARES administrative services as specified on the NOA.</u></p>	<p><u>Services begin at the NOA service period start date and continue through the NOA service period end date, invoiced monthly for the previous month’s reporting period.</u></p>
<p><u>One full month of CRRSA-funded services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 240.21 – COVID-19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers or 250.01 – Other Cost Accumulators (OCAs).</u></p>	<p><u>The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer CRRSA-funded services. The ELC shall expend no more than the maximum allocation for CRRSA administrative services as specified on the NOA.</u></p>	<p><u>Services begin at the NOA service period start date and continue through the NOA service period end date, invoiced monthly for the previous month’s reporting period.</u></p>
<p><u>One full month of ARPA-funded services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance</u></p>	<p><u>The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer ARPA-funded services. The ELC shall expend no more than the maximum allocation for ARPA administrative services as specified on the NOA.</u></p>	<p><u>Services begin at NOA service period start date and continue through the NOA service period end date, invoiced monthly for the previous</u></p>

EXHIBIT II
SCOPE OF WORK

Deliverable	Minimum Performance Levels	Due Date
240.21 – COVID-19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers or 250.01 – Other Cost Accumulators (OCAs).		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. and Rule 69I-40, F.A.C., which govern time limits and requirements for payment of vouchers by state warrant. The expenditure of funds must be authorized by law and 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 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.

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.

EXHIBIT II
SCOPE OF WORK

- 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 Procedures 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**

Per s. 216.181(16)(b), F.S., 2 CFR §200.305(8) and (9), *Payment*, and OEL Program Guidance 240.01 – Cash Management Procedures, and unless OEL otherwise authorizes, the ELC shall invest the funds it receives under this agreement in secure, interest-bearing accounts. The ELC shall return all interest income earned on VPK funds and interest earned on SR funds in excess of \$500 each program year to OEL. The ELC shall notify OEL if there are no interest payments due to be returned.
5. **Budget**
 - 5.1. The ELC shall prepare and submit to their grant manager their annual Coalition Budget Report in accordance with the funding provided through the NOA.
 - 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 in accordance with OEL Program Guidance 240.06 – Reimbursement Requests.
 - 5.3. The initial Budget Allocation by OCA shall reconcile to the annual Coalition 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 which affects the SR Program Plan, the ELC shall seek and receive OEL's approval of a plan amendment before the ELC implements the budget amendment or expends 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 in compliance with OEL Program Guidance 240.01 – Cash Management Procedures.

EXHIBIT II
SCOPE OF WORK

- 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 OEL report a delinquent account to DOE and in turn DFS. The ELC shall execute and deliver to OEL all documents necessary to report a delinquent account and secure repayment. The ELC requesting OEL report a delinquent account shall make the request to OEL no later than thirty (30) days from determining the ELC cannot recover the delinquent account in accordance with OEL Program Guidance.

7. Expenditure targets and restrictions

7.1. SR 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 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 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 shall be expended on quality activities in accordance with s. 1002.89(6), F.S.
- 7.1.7.** The NOA OEL issues to the ELC subsequent to the execution of the agreement includes specific infant and toddler quality targeted funds (s. 1002.89(6), 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 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 direct services match.
- 7.1.9.** The NOA OEL issues 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 issues to the ELC subsequent to the execution of the agreement includes a specific allocation to perform program assessments in accordance with Program Guidance 420.02 – SR Quality Performance and 250.01 – Other Cost Accumulators (OCAs).

7.2. VPK Education Program

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

EXHIBIT II
SCOPE OF WORK

7.3. PDG-R, Birth through Five

The ELC shall expend no more than 5 percent of funds awarded to the ELC for PDG-R administrative costs. The ELC shall use such funds only for administering the PDG-R project(s) and not for any other program or project.

7.4. CARES

The ELC shall expend no more than 5 percent of funds awarded to the ELC for CARES administrative costs. The ELC shall use such funds only for administering the CARES project(s) and not for any other program or project in accordance with NOA requirements.

7.5. CRRSA

The ELC shall expend no more than 5 percent of funds awarded to the ELC for CRRSA administrative costs. The ELC shall use such funds only for administering the CRRSA project(s) and not for any other program or project in accordance with NOA requirements.

7.6. ARPA

The ELC shall expend no more than 5 percent of funds awarded to the ELC for ARPA administrative costs. The ELC shall use such funds only for administering the ARPA project(s) and not for any other program or project in accordance with NOA requirements.

8. Financial consequences

8.1 The ELC agrees 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 percent 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 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 which 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 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 percent of the monthly value of the administrative funds in the agreement for each business 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 percent of the monthly value of the administrative funds in the agreement for each business day the deficiency is not corrected.

EXHIBIT II
SCOPE OF WORK

8.2.5. In the event 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 percent 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:

Grant Number:

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 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 ensure compliance with federal requirements and 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 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) and s. 1002.84(20), F.S. for related party transactions.

2.1. Documentation of related party activity to support proper written notification to the entity's governing board is required and must be submitted to OEL for review/acceptance. Such supporting documentation includes the following items.

2.1.1. The impacted individual must complete the necessary conflict of interest disclosure forms.

2.1.2. Any governing board member(s) benefitting from the activity must disclose in advance in writing the conflict of interest and must abstain from the vote process.

2.1.3. Meeting minutes that reflect a valid vote of approval by two-thirds vote of the entire membership of the governing board.

2.1.4. A copy of the agreement or written summary of the transaction including the start date, purpose, amount/cost incurred and funding/OCA code(s) charged.

2.1.5. Related documentation to verify compliance with state purchasing rules.

2.2. No related party activities may be executed without approval from the Office.

2.2.1. Transactions under \$25,000 must be submitted to OEL for processing within 30 days after receipt of governing board approval.

2.2.2. Transactions of \$25,000 or more must be submitted to OEL for prior written approval before the contract/agreement/activity can be executed.

2.3. Related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:

2.3.1. May be financial or non-financial.

2.3.2. May include actual, potential and perceived conflicts of interest.

2.3.3. Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.

2.3.4. May occur due to governing board members and/or active entity employees.

1.1.2.4. Each ELC shall submit one electronic copy of the support files described above in Section 2.1 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.

2.3. 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.4. Report Submission, below.

3.4. 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.

EXHIBIT III AUDIT REQUIREMENTS

- 3.1.4.1.** _____ The annual ICQ will help the ELC document 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.
- 3.1.1.4.1.1.** _____ The ELC properly records and accounts for transactions.
- 3.1.2.4.1.2.** _____ The ELC executes transactions in compliance with laws, regulations, and contract provisions.
- 3.1.3.4.1.3.** _____ The ELC safeguards funds, property, and other assets against loss due to unauthorized use or disposition.
- 3.1.4.4.1.4.** _____ Reasonable measures are taken to safeguard protected personally identifiable information (PPII) 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.
- 3.2.4.2.** _____ 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 website which 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, *Audit Requirements*, 45 CFR §75.501(a), non-federal entities which 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).
- 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 if 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.

EXHIBIT III
AUDIT REQUIREMENTS

- 1.3.** The ELC is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-SAC) 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, 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.
- 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 which 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.

EXHIBIT III
AUDIT REQUIREMENTS

3. Special Audit Testing Requirements

- 3.1.** It is essential the audit firm test the Coalition's monthly reconciliation of its financial records to the SSIS. As an alternative, and upon written authorization from OEL, the auditors may test acceptable equivalent alternative supporting documentation files of the ELC, if temporary transitioning SSIS system functionality issues occur. To report on the audit tests performed, the auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) the Coalition staff performs this reconciliation monthly; (b) 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 (or acceptable equivalent documentation files tested/audited upon issuance of written authorization from OEL) 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 Coalition must be included in the audit coverage. This includes funds 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 must 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 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:

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/
2020-21 FMSAS/Annual Audit Report Files

EXHIBIT III
AUDIT REQUIREMENTS

- 4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-SAC) 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

Date

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 the ELC will adhere to and comply with the Certifications and Assurances and all requirements outlined within this exhibit.

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.

Signature

Date

Area Code/Telephone Number

Early Learning Coalitions (and any ELC subrecipients) are required to submit this certification form with a 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 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.~~C. Status as a non-major corporation.
- ~~E.~~D. Debarment, suspension, and other responsibility matters.*
- ~~F.~~E. Drug-Free Workplace. * - *applies to purchases of services of \$100,000 or more*
- ~~G.~~F. Pro-Children Act of 2001/Environmental Tobacco Smoke Certification *
- ~~H.~~G. Filing and payment of taxes.*
- ~~I.~~H. 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.~~ Compensation report requirements.
- ~~D.~~E. Restrictions on funding ACORN.
- ~~E.~~F. 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.~~G. Subrecipient monitoring.
- ~~G.~~H. Immigration status.
- ~~H.~~I. Standards of conduct.
- ~~I.~~J. 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.~~K. Conflicts of Interest.*
- ~~K.~~L. Contract Work Hours and Safety Standards Act.*
- ~~L.~~M. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).*
- ~~M.~~N. Davis Bacon Act, as amended (40 U.S.C. 276a, et seq.).*
- ~~N.~~O. DUNS number – Data Universal Numbering System.
- ~~O.~~P. Equal Employment Opportunity (EEO).*
- ~~P.~~Q. Procurement of recovered materials.*
- ~~Q.~~R. Procurements and other purchases.
- ~~R.~~S. Property.
- ~~S.~~T. Purchase of American-Made Equipment and Products.*
- ~~T.~~U. Reporting of matters related to recipient integrity and performance.
- ~~U.~~V. System for Award Management (SAM) Unique Entity Identifier Requirements.
- ~~V.~~W. Trafficking Victims Protection Act of 2000 (TVPA).

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

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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 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 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 any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, 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.C. 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:

- 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*.

THE FOLLOWING DOCUMENTS REQUIRE SIGNATURE. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL AND SIGNED.

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E.D. Debarment Certification - Lower Tier

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion—
Contracts/Subcontracts**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

Instructions

1. Each Contractor **whose contract/subcontract equals or exceeds \$25,000 in federal funds must sign** this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Office of Early Learning cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance was placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, [the Office of Early Learning](#) may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of these regulations.
5. The Contractor agrees by submitting this Certification that, it shall not knowingly enter into any Subcontract with a person who is proposed for debarment under 48 CFR part 9,

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subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract, unless authorized by the federal government.

6. The Contractor further agrees by submitting this Certification that it will require each Subcontractor of this Contract/Subcontract, whose payment will equal or exceed \$25,000 in federal funds, to submit a signed copy of this Certification.
7. The Office of Early Learning may rely upon a certification of a Contractor that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous.
8. The signed Certification must be kept in the Contract Manager's file. The Subcontractor's Certification must be kept at the Contractor's business location.

Certification

1. The prospective Contractor certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

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F.E. Drug-free [Workplace](#) Certification

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

INSTRUCTIONS

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the Contract is entered into. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the Contract takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
4. If the workplace identified to the Office of Early Learning changes during the performance of the Contract, the Contractor shall inform the Contract Manager of the change(s), if it previously identified the workplaces in question.
5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work

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under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

The Contractor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Office of Early Learning in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:

Place of Performance (Street address, city, county, state, zip code)

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

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

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G.F. Pro-Children Act of 2001/Environmental Tobacco Smoke Certification

**CERTIFICATION REGARDING
ENVIRONMENTAL TOBACCO SMOKE**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

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H.G. **Filing and Payment of Taxes Certification**

**CERTIFICATION OF FILING AND PAYMENT
OF FEDERAL TAXES**

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification;

AND

2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

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I.H. Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Signature of Authorized Certifying Official: _____

Printed Name: _____

Title: _____

Date: _____

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Certifications and Assurances

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)

This program award must 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 the ELC shall:

1. Use fiscal control and fund accounting procedures which 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 which 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.
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 and maintain a proper accounting system in accordance with generally accepted accounting standards.

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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.), which 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 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 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 which ELCs may award and charge to grants and cooperative agreements which 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 Executive Pay Scale maximum annual Executive Level II salary for calendar year 2019~~21~~ is \$189~~9,630~~00 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 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.

EXHIBIT IV Certifications and Assurances

- 1.2. Allocate salaries which 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 subgrantees 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.
 4. All CCDF-funded grantees that request salaries for individuals in excess of the applicable 2021 rate of \$199,300 per year (or \$95.82 per hour for a full-time position of 2,080 hours per year) will have the submitted costs adjusted in accordance with the legislative salary limitation. The non-federal entity/grantee will be notified of this adjustment and no funds will be awarded, committed or disbursed in excess of the salary cap.
 5. An individual's institutional base salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be charged to federal/state grant programs/awards. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-OEL funds.
- 4.6. The salary limitation also applies to all subawards and subcontracts.

D. Compensation report requirements

In compliance with the Florida Governor's Executive Order Number 20-44, the ELC must submit an annual Compensation Report, including its most recent IRS form 990, detailing the total compensation of its executive leadership team. Additionally, the ELC must report any changes in total executive compensation between annual Compensation Reports within 14 calendar days of the change. Total compensation includes salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Compensation Report(s) must indicate the amount and percent of compensation from all sources, including state and federal allocations. See Exhibit IV, List of Reports, for additional details.

D.E. 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.F. Separation of VPK Program and SR Program Early Learning funds

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 with separate state and federal funding. All ELC expenditures made and fiscal records maintained shall reflect funds expenditure separation and such funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains. The ELC hereby certifies it will expend all:-

EXHIBIT IV Certifications and Assurances

1. ~~The ELC hereby certifies it will expend all~~ SR (Child Care and 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.~~
2. ~~The ELC shall use all s~~State general revenue funds awarded for operating the Voluntary Prekindergarten Education VPK Program solely for operating the VPK Education Program ~~and shall be distinctive and clearly identifiable in all fiscal records the ELC maintains.~~
3. ~~The ELC hereby certifies it will expend all~~ PDG-R funds solely for the operating of the PDGR (Preschool Development Grants Birth through Five, Award # 90TP000-02-00) specific activity(s) and the funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains.
4. CARES funds solely for CARES Act (Award # ~~xxxx~~2001FLCCC3) specific activities
5. CRRSA funds solely for CRRSA Act (Award # ~~xxxx~~2101FLCCC5) specific activities.
- 2.6. ARPA funds solely for ARP Act (Awards # ~~xxxx~~2101FLCSC6 and 2101FLCDC6) operating the specific activities.

F.G. Subrecipient monitoring

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

G.H. Immigration status

The ELC certifies 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.

H.I. Standards of conduct

The ELC certifies 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 which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

I.J. Clean Air Act and Federal Water Pollution Control Act

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.K. Conflicts of Interest

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1. Pursuant to 2 CFR §200.318, *General procurement standards*, the Office must maintain oversight to ensure the ELC performs scoped services in accordance with minimum standards or conduct.
 - 1.1. If the ELC has a parent, affiliate, or subsidiary organization which is not a state or local government the ELC must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means, 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.
 - 1.2. 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. [Federal and state rules require the ELC to comply with disclosure and reporting requirements regarding conflicts of interest and related party contracts. See Exhibit III, Section B.2., Related party disclosures, for more information. 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\(1\)\(c\), F.S., defines.](#)~~
- ~~3. 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.~~
- ~~4. The impacted individual must complete the necessary conflict of interest disclosure forms.~~
- ~~5.2. 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.
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.~~
 - ~~2.1. The ELC does not have to obtain OEL's prior approval for contracts below \$25,000. The ELC shall:
 - ~~2.1.1. Adequately disclose and properly report and track such contract activity.~~
 - ~~2.1.2. Report such contracts to OEL within 30 days after receiving approval from the governing board.~~~~

K.L. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)

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 which 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.

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L.M. 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 which 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.N. 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 recipient’s and subrecipient’s 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.
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.O. 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.

EXHIBIT IV Certifications and Assurances

Q.P. Equal Employment Opportunity (EEO)

The ELC certifies 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

P.Q. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.323, *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>.
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 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless the ELC determines 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 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.R. 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

EXHIBIT IV Certifications and Assurances

Programs. The ELC must have documented procurement policies and procedures which meet the minimum requirements of federal rules and regulations located at 2 CFR §§200.317-200.326.

R.S. **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 which include purchasing/procuring equipment, language which 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.
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 \$15,000, whether classified as equipment, technology item or supplies must be safeguarded. The ELC shall 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 October 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.

EXHIBIT IV Certifications and Assurances

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 p~~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~~ may be retained at the ELC level to be used to support in the same ongoing operations of the same program that obtained or purchased the property item(s) sold. 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 shall then be reported in accordance with OEL Program Guidance 240.01 – Cash Management Procedures. This identification of income is necessary to meet reporting requirements of HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC no longer receives funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the US DHHS. 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 initially purchased with federal funds with a current per-unit fair market value in excess of \$5,000, must be processed in accordance with 2 CFR §200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Office.

S.T. 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.U. 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). 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 §75.32(b) (also 2 CFR §200.332(b)), *Requirements for pass-through entities*.

U.V. System for Award Management (SAM)

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

EXHIBIT IV

Certifications and Assurances

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://sam.gov/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.W. 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)

X. Prohibition on certain telecommunications and video surveillance services or equipment

[As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds \(to include direct and indirect expenditures as well as cost share and program\) to: \(a\) Procure or obtain, \(b\) Extend or renew a contract to procure or obtain; or \(c\) Enter into contract \(or extend or renew contract\) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation \(or any subsidiary or affiliate of such entities\).](#)

1. [For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company \(or any subsidiary or affiliate of such entities\).](#)
2. [Telecommunications or video surveillance services provided by such entities or using such equipment.](#)
3. [Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.](#)

Y. Protection of human subjects

[The ELC will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this agreement.](#)

EXHIBIT V
ELC Administrative and CCR&R Office Locations Information

Complete the table for the ELC's administrative and CCR&R office(s). If the administrative office operates at different days/hours than the CCR&R office, list those offices on separate lines.

<u>ELC</u>	<u>Office</u>		<u>Operation</u>		<u>Holiday</u>
<u>County</u>	<u>Address</u> <u>(street, city, zip)</u>	<u>Office</u> <u>Type</u>	<u>Days of the</u> <u>Week</u>	<u>Hours of the</u> <u>Day</u>	<u>Office Closure</u> <u>Dates</u>
		<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R		am – pm am – pm	
		<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R		am – pm am – pm	
		<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R		am – pm am – pm	
		<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R		am – pm am – pm	
		<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R		am – pm am – pm	
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		<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R		am – pm am – pm	
		<input type="checkbox"/> Admin <input type="checkbox"/> CCR&R		am – pm am – pm	

EXHIBIT VI List of Reports

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

Due Date	Reports	Reference	Report Recipient
Prior to expenditure of funds and no later than July 31	PDG application and other required documents included in the approved application. PDG Plan for Implementation of Child Assessment Best Practices	Exhibit II (C.8.)	SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/PDGR
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 July 31	Budget Report	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Annual Budget Report
Last business day in August	CCR&R ELC Staff List	Exhibit II, (C.3.)	SharePoint/Coalitions Zone/ELC Name/Accountability Document Exchange – Restricted/2021-2022 CCRR
Last business day in August	CCR&R Accessibility Report and CCR&R Organization's Plan for Family Engagement and Community Outreach	Exhibit II (C.3.)	CCR&R State Network Office
August 31	Internal Control Questionnaire	Exhibit III (B.4)	SharePoint/Coalitions Zone/ELC Name/Accountability FMSAS Document Exchange/Current Year ICQ (To Be Completed or Completed)
October 1	Coalition Annual Report	1002.84(18), F.S. and OEL Program Guidance 202.80 – Early Learning Coalition Annual Report	SharePoint/Coalitions Zone/ELC Name/Coalition Annual Report
October 1	Master Property Inventory Report	OEL Program Guidance 240.02 – Tangible Personal Property	SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Annual Inventory Report
October 1	Subrecipient Monitoring Plan (for all contracts, grants, agreements, and programs)	Exhibit II (D 5.)	SharePoint/Coalitions Zone/ELC Name/Accountability Document Exchange/Monitoring Plans
October 1	Revenue and Expenditure Report	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Annual Expenditure Report

**EXHIBIT VI
List of Reports**

Due Date	Reports	Reference	Report Recipient
October 1	Warm-Line Narrative Report & Activity Log	Exhibit II (C.4.)	SharePoint/Coalition Document Exchange/Grant Agreement Deliverables/Warm-Line Narrative
November 1	CCDF Quality Performance Report (QPR)	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ELC Name/QPR
March 31	Single Audit Report	Exhibit III, Audit Requirements	SharePoint/Coalitions Zone/ELC Name/Accountability FMSAS Document Exchange/Annual Audit Report Files
March 31	Compensation Report and Form 990	Exhibit IV, Section IV.D.	SharePoint/Coalitions Zone/ELC Name/Accountability FMSAS Document Exchange/Current Compensation
April 1	Parent Sliding Fee Scale	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ELC Name/Coalition Plan/2021-22 Amendment Submission
April 15	CCDF Salary Cap testing Form	Exhibit IV, Section IV.C.	SharePoint/Coalitions Zone/ELC Name/Accountability FMSAS Document Exchange/ <i>Current Cap To Be Completed</i>
May 1	Continuity of Operations Plan (COOP) / Update	Exhibit II (D.4.)	SharePoint/Coalitions Zone/ELC Name/COOP Plan
May 15	Cost Allocation Plan or Certification Form	Exhibit II (D.2.) and Exhibit IV, Section III.A.	SharePoint/Coalitions Zone/ELC Name/Accountability FMSAS Document Exchange/ <i>Current Year Cost Allocation Plan</i>
May 15	Parent Sliding Fee Seale	Exhibit II (D.1)	SharePoint/Coalitions Zone/ELC Name/Coalition Plan/2021-22 Amendment Submission
May 31	CCR&R Annual Provider Profile	Exhibit II (C.4.4)	Update in SSIS
June 30	Anti-Fraud Plan	Exhibit II (D.3.)	E-mail to inspector.general@oel.myflorida.com
Within 30 5 days of the effective date of this agreement	A copy of the E-Verify “Edit Company Profile” screen	Exhibit I (J.1.)	SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/E-Verify
Within 5 days of a new hire	A statement identifying a new hire with its E-Verify case number	Exhibit I (J.1.)	Email to your OEL Grant Manager
As Needed	Provider Rate Schedule	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ELC Name/Coalition Plan/2021-22 Amendment Submission
As Needed	Conflicts of Interest and Related Parties	Exhibit IV (J.2.)	SharePoint/Coalitions Zone/ELC Name/Coalition Document Exchange/Fiscal Year Documents/2021-22 Financial Package/

**EXHIBIT VI
List of Reports**

Due Date	Reports	Reference	Report Recipient
Biennially & as needed thereafter	Coalition Plan & Plan Amendments	Exhibit II (D.1.)	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Plan
Monthly, with the invoice	Match Report	Exhibit II (D.5.2.), OEL Program Guidance 440.10 Match Reporting	SharePoint/Coalitions Zone/ <i>ELC Name</i> /Coalition Document Exchange/Monthly Match Reports
Quarterly	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 completing the Coordinator certification	CCR&R Coordinator Evaluation	Exhibit II (C.3.)	CCR&R State Network Office
Within 4 months of starting employment as a CCR&R specialist and completing the Specialist certification	CCR&R Specialist Evaluation	Exhibit II (C.3.)	CCR&R State Network Office