

Early Learning Coalition of Broward County, Inc.

Amendment # 004

to

CONTRACT No. SBBC-RTCO-14-ELC4-3

Program Budget Other

This amendment is entered into between the **Early Learning Coalition of Broward County, Inc.**, hereinafter referred to as the "**COALITION**" and **The School Board of Broward County**, hereinafter referred to as the "**CONTRACTOR**," ("Amendment") and amends the contract identified as **Contract # SBBC-RTCO-14-ELC4-3, Road to Child Outcomes, Fiscal Year: July 1, 2015-June 30, 2016**, between the **COALITION** and the **CONTRACTOR** (hereinafter the "**Contract**").

WHEREAS, the **COALITION** and the Office of Early Learning ("**OEL**") have entered into a new Grant Agreement for Fiscal Year 2015-2016.

WHEREAS, the Grant Agreement funds the Early Learning programs for the **COALITION**

WHEREAS, on June 12, 2015, the **COALITION**'s Board of Directors approved the execution of the new Grant Agreement with **OEL**; and

WHEREAS, in order for the **COALITION** to maintain said funds from **OEL** and comply with applicable federal and Florida laws, certain terms, conditions and concepts under the Grant Agreement must be incorporated in the Contract between the **COALITION** and **OEL**.

WHEREAS, the Parties desire to amend the Contract in order to comply with the terms and conditions of the Grant Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in the Amendment, the parties to this Amendment hereby agree to amend the Contract as follows:

1. Page 1, Section A, entitled *Description* is hereby amended by deleting the section in its entirety and replacing it with the following:

A. Description

This is standard core contract is procured through the cost reimbursement method in accordance with Chapter 287, Florida Statutes and the most current state governing agreement between the Florida Office of Early Learning, (hereinafter referred to as "**OEL**") and the **COALITION** (with said grant agreement hereinafter referred to as "**Grant Agreement**") for *Road To Child Outcomes*.

The **CONTRACTOR** agrees to provide services on behalf of the **COALITION** as set forth in those certain documents attached to this standard core contract entitled "**Attachment**" and labeled **I through V** (hereinafter referred to as the "**Attachments**") and in accordance with the terms and conditions in this standard core contract (the standard core contract and the **Attachments** hereinafter referred to collectively as the "**Contract**").

2. Page 1, Paragraph 2 of Section B, entitled *Term* is hereby amended by deleting said paragraph in its entirety and replacing it with the following:

B. Term

This Contract may be renewed by the COALITION for a term not to exceed a total of five (5) years or for the term of the original Contract, whichever is longer. Such renewal shall occur annually for up to three (3) additional one (1) year periods and shall only be made in the following manner: a) by mutual written agreement between the COALITION and the CONTRACTOR, b) shall be contingent upon satisfactory performance of the CONTRACTOR as determined by the COALITION, c) CONTRACTOR is not in default as set forth in **Section BB** of this Contract, and d) shall be subject to the availability of funds to the COALITION. Any renewal shall be subject to the same terms and conditions as set forth in the initial Contract. The parties shall comply with any newly enacted federal and state statutes or rules that supersede the provisions of this Agreement and are applicable to the parties. Notwithstanding the foregoing, in no event shall the COALITION be required to renew the Contract with CONTRACTOR. A renewal shall not include any compensation for costs associated with the renewal.

3. Page 2, Section D, entitled *Governing Laws* is hereby amended by deleting said section in its entirety and replacing it with the following:

D. Governing Laws and Agreements

By the execution of this Contract, the CONTRACTOR agrees to fully comply with those federal and state statutes, rules and regulations as set forth in **Attachment V** of this Contract. The CONTRACTOR shall also comply with the following laws and agreements, including the submissions of any associated forms:

1. **Grant Agreement:** By the execution of this Contract, the CONTRACTOR agrees to fully comply with the Grant Agreement to the extent that any provision of this Contract is silent as to expected performance or conditions, or that the Grant Agreement alters the terms and conditions of this Contract subsequent to execution by the Parties.

2. **Lobbying:**

Funds received by the CONTRACTOR under this Contract may not be used for lobbying purposes pursuant to Florida and federal law, including but not limited to, Sections 11.062 and 216.347, Florida Statutes and 45 Code of Federal Regulation ("C.F.R.") §93 (Bird Anti-Lobbying Amendment Common Rule).

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR must, prior to this Contract's execution, complete the *Certification Regarding Lobbying* form, included in this Contract as **Attachment III, Section II. I**. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from the COALITION'S Contract Manager. All disclosure forms as required by the *Certification Regarding Lobbying* form must be completed and returned to the COALITION'S Contract Manager.

3. **Drug-Free Workplace:**

Pursuant to the Drug-Free Workplace Act of 1988, (41 United States Code ("USC") 701 et. seq) and its implementing regulations codified at 29 C.F.R. Part 98, subpart F and 45 C.F.R. Part 82 (Common Rule), the CONTRACTOR shall provide a drug-free workplace as certified in **Attachment III, Section II. J** entitled *Certification Regarding Drug-Free Workplace Requirements*. [See C.F.R. ss 382.400, 2 C.F.R. 182, 29 C.F.R. 94 and 45 C.F.R Part 82]

4. **Equal Employment Opportunity (E.E.O):**

The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 C.F. R. Part 60, if applicable.

5. Non-Discrimination and Harassment-Free Workplace:

The CONTRACTOR, as certified in **Attachment III, Section II, T** entitled *Equal Employment Opportunity (E.E.O.)* shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, sexual orientation, marital status, age, religion, or gender. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

6. Governing OEL Policies and Guidance

a. Policy

(1) The CONTRACTOR will comply, as applicable, with Policy No. 1.02 (Records Confidentiality Policy) and 5.05 (Information Technology Security Policy and Procedure).

(2) Program Guidance

The CONTRACTOR will comply, as applicable, with the following Program Guidances of OEL:

- i. Program Guidance 101.02 (Records Confidentiality Policy)
- ii. Program Guidance 202.80 (Specifications for Annual Reports of Early Learning Coalition)
- iii. Program Guidance 240.01 (Cash Management Procedures)
- iv. Program Guidance 240.02 (Tangible Personal Property)
- v. Program Guidance 240.03 (Collection of a Delinquent Account)
- vi. Program Guidance 240.04 (School Readiness Funds Management)
- vii. Program Guidance 240.05 (Guidance on Prior Approval Procedures)
- viii. Program Guidance 240.06 (Reimbursement Request Requirements for Early Learning Coalitions)
- ix. Program Guidance 250.01 (Other Cost Accumulators (“OCA”) Guidance)
- x. Program Guidance 300.01 (IT Security Manual)
- xi. Program Guidance 440.10 (Office of Early Learning Match Report Guidance)
- xii. Program Guidance 440.60 (Reporting State Expenditures on Teenage Parent Programs (“TAPP”) for Federal Matching Funds Requirements.

4. Page 4, Section E, entitled *Audit and Records Retention Requirements*, is hereby amended by deleting said section in its entirety and replacing it with the following:

E. Audit and Records Retention Requirements

1. In accordance with 2 C.F.R. § 200.336, *Access to Records*, the CONTRACTOR agrees to provide access to records, data and information to the COALITION, OEL, the Federal Health and Human Services (“HHS”) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity’s personal 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. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the

COALITION and such records shall remain immediately accessible to the COALITION, its agents and federal officials regarding the requirements of this Contract.

2. Representatives of the COALITION, OEL, 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 CONTRACTOR as they may relate to this Contract. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the COALITION and such records shall remain immediately accessible to the COALITION, its agents, OEL, and state officials regarding the requirements of this Contract.
3. The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the COALITION under this Contract. The CONTRACTOR may contract for general accounting functions with a third party; however, such contract shall specify that the COALITION will have immediate accessibility to all records and documents and that the vendor must adequately maintain, secure and protect confidential data.
4. The CONTRACTOR shall ensure that accounting records reflect the separation of all programs/activities it administers or for which it receives funding. Records shall adequately identify the source and application of funds by Other Cost Accumulators (“OCA”) for each program/activity. A clear audit trail shall exist showing the benefit received from each expenditure, as it relates to the applicable program/activity.
5. When applicable in accordance with **Attachment II** of this Contract, the CONTRACTOR shall provide an annual financial and compliance audit to the COALITION within thirty (30) days of CONTRACTOR’S receipt of said audit and also ensure that all related party transactions are disclosed to the auditor.
6. The CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. The CONTRACTOR shall retain and maintain all CONTRACTOR records, financial records, supporting documents, statistical records and any other documents or expenditures (including electronic storage media) pertinent to this Contract for a period of five (5) years from date of submission of the final reimbursement request for the grant year after termination of this Contract (hereinafter referred to as the “Retention Period”), or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation related to the Contract, whichever occurs last. If any litigation or claim is started before the expiration date of the Retention Period, the records, including audit findings, must be maintained until all litigation or claims involving the records have been resolved and final action has been taken. In no case will such records be disposed of before the five (5) fiscal years minimum. All records will be made available to the COALITION, OEL, or their designee upon request. The CONTRACTOR shall comply with applicable federal and state records retention requirements. The CONTRACTOR shall account for VPK And SR fund separately. The CONTRACTOR shall require the same retention and auditing requirements as state herein of is subcontractors.
8. The COALITION shall have the right to audit the CONTRACTOR’S records and practices related to the use and disclosure of confidential information. The CONTRACTOR agrees to make internal practices, books records, including policies and procedures and confidential information, use relating o the use of and disclosure of confidential information received from, or created or

received by the CONTRACTOR on behalf of the COALITION available to the COALITION upon request.

9. The CONTRACTOR shall document activities related to SR and VPK implementation, including administrative and reporting responsibilities, as applicable. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 C.F.R. § 200.336, *Retention requirements for records*. The CONTRACTOR maintains written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the CONTRACTOR submits or may be required to submit per COALITION and OEL instructions and make said items available for review upon request.
5. Page 6, Paragraph 1 of Section G, entitled *Invoicing*, is hereby amended by deleting said paragraph in its entirety and replacing them with the following:

Invoicing for the CONTRACTOR'S services shall be made in accordance with the terms specified in **Attachment I**, with an option of a one-month advancement of funds as consistent with applicable OEL policies. The CONTRACTOR shall be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Contract. Regular monthly payments shall not be authorized until the COALITION'S Contract Manager has received a properly completed invoice and has approved the final report(s) for all service tasks related to the work completed during the month. The CONTRACTOR shall comply with the Grant Agreement for any Category 2 purchase unless the Grant Agreement no longer is applicable to Category 2 purchases in which case the CONTRACTOR shall comply with Section 287.017, Florida Statutes as the same may be amended from time to time. For purposes of this Contract, any action in Section 287.057(5), Florida Statutes that requires agency head approval shall require approval from the COALITION. Purchasing of any recycled products or materials which are the subject of, or are required to carry out this Contract shall occur in accordance with the provisions of Sections 403.7065, and 287.045, Florida Statutes.

6. Page 7, Paragraph 2 of Section I, entitled *Recording of Property for Inventory Purposes and Nonexpendable Property*, is hereby amended by deleting said paragraph in its entirety and replacing it with the following:

2. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, and administrative rules, and shall submit an inventory report to the COALITION with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.

7. Page 8, Paragraph 3 of Section J, entitled *Sponsorship/Public Announcement* is hereby amended by deleting the phrase "Attachment I" and replacing it with the phrase "Attachment I".
8. Page 8, Section K, entitled *Public Entity Crime* is hereby amended by deleting said section in its entirety and replacing it with the following:

K. Public Entity Crime

1. Convicted and Discriminatory Vendor List

In accordance with Sections 287.133(3)(a) and (b) and 287.1342(2)(a), Florida Statutes, a person entity, or affiliate who has been placed on either the convicted or discriminatory vendor list, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

By execution of this Contract, the CONTRACTOR acknowledges that it is in compliance with this **Section K** and that it will require any and all subcontractors and vendors providing services under this Contract to acknowledge that they are also in compliance with this **Section K**. The CONTRACTOR further acknowledges that the CONTRACTOR, as well as any of its subcontractors or vendors providing services under this Contract utilizing early learning program funds received, whether received directly or indirectly from the COALITION, are not disclosed as being a convicted or discriminatory vendor on the Florida Department of Management Services website. The CONTRACTOR will immediately notify the COALITION in writing of any changes in circumstances regarding their status as set forth in this **Section K**.

2. Scrutinized Company List

A company or entity that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency, local government entity, or the COALITION for goods or services of \$1 million or more pursuant to Section 287.135(2), Florida Statutes.

Any contract with the CONTRACTOR for goods and services of \$1 million or more entered into or renewed on after July 1, 2012, utilizing funds from the COALITION, 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 (i) submitted a false certification as provided under applicable federal and Florida Statutes, which include, but is not limited to Section 287.135(5), (ii) been placed on lists as set forth herein or (iii) engaged in business operations in Cuba and Syria, pursuant to Section 287.135(3)(b), Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with the CONTRACTOR for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or does not have business operations in Cuba or Syria pursuant to Section 287.135(5), Florida Statutes.

If this award is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135(5), Florida Statutes, the COALITION, by signing this contract, hereby certifies that the COALITION 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.

3. Receipt of Funds and Verification Documentation

Persons or entities excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal and state funds. Prior to contract or agreement execution, the CONTRACTOR shall verify that no party that has a contract or attempts to contract with the CONTRACTOR is on any federal or Florida list designated for the exclusion of person or entities in violation of federal or Florida contracting standards which would include, but not be limited to the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The CONTRACTOR shall maintain the appropriate verification documentation indicating that the CONTRACTOR is not a disqualified entity as provided herein and shall provide said documentation to the COALITION upon request. The CONTRACTOR shall provide a sworn statement of compliance as certified in **Attachment III**

and will complete any and all federal and state required certifications upon request of the COALITION or the appropriate federal and/or state agency or entity. In the event the CONTRACTOR, its subcontractors, or its vendors have been found to have entered a false certification, has not provided a certification or verification as stated in this **Section K**, has been placed on the lists as described herein, or has not provided notification to the COALITION regarding a change in their status as set forth in this **Section K**, the COALITION will be entitled to immediately terminate this Contract with twenty-four (24) hours of said discovery or notification of this matter, whichever is earlier, as set forth in **Section DD** of this Contract.

9. Page 8, Section L, entitled *Personnel* is hereby amended by deleting said section in its entirety and replacing it with the following:

L. Personnel

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon services required by this Contract as set forth in **Attachment I** to this Contract. All personnel specified in **Composite Exhibit B** on Personnel Budget Narrative, *Road to Child Outcomes*, Form B-3 of **Composite Exhibit B** of **Attachment I** of this Contract, shall be considered essential to the work to be performed. In the event of a proposed change to such key personnel through substitution or diversion of personnel from the project, or the phone number and/or physical address of the CONTRACTOR, the CONTRACTOR shall notify the COALITION in writing and submit a proposed Form B-3 of **Composite Exhibit B** of **Attachment I** of this Contract, within five (5) business days of the effective date of the proposed change. Changes in key personnel may include resignations, approved leaves of absences of six (6) weeks or more, or terminations. Notifications shall be in writing and shall include information related to replacement staff. The CONTRACTOR may contract for human resource functions with a third party; however, such contract shall specify that the COALITION will have immediate accessibility to all records and documents and that the vendor must adequately maintain, secure and protect confidential data.

The CONTRACTOR 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 the COALITION to unilaterally cancel this Contract. The CONTRACTOR also agrees to include in related subcontractors agreements or contracts a requirement that the subcontractor performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Term. The CONTRACTOR agrees to provide the COALITION, within thirty (30) days of the effective date of this Contract, 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)

The CONTRACTOR further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify program, if they meet the requirements to be part of said program, within ninety (90) days of the effective date of this Contract or within ninety (90) days of the effective date of the contract between the CONTRACTOR and its subcontractor(s), whichever is later. The CONTRACTOR shall obtain from its 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 COALITION upon request. The CONTRACTOR 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 sure such records are available to the COALITION.

The CONTRACTOR shall not employ "unauthorized aliens" as the term or phrase is defined in accordance with federal and Florida statues and rules in accordance with this Contract. The COALITION shall consider the employment of unauthorized aliens a violation of federal law, which

includes but is not limited to Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation by the CONTRACTOR shall be cause for unilateral termination of this Contract by the COALITION, as set forth in **Section DD** of this Contract.

The CONTRACTOR agrees to not retaliate against its 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 CONTRACTOR 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 CONTRACTOR shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human relations or the Whistleblower's Hotline number at 1-800-543-5353. The CONTRACTOR will also be subject to the COALITION'S Whistleblower Policy and Procedure. In the event there is conflict between this provision and the COALITION'S Whistleblower Policy and Procedure, the provision shall apply.

10. Page 9, Section O, entitled *Insurance Requirements for Contractor* is hereby amended by deleting said section in its entirety and replacing it with the following:

O. Insurance Requirements for Contractor

1. Liability Insurance

The CONTRACTOR shall maintain adequate liability insurance coverage in sufficient amounts and coverages on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the CONTRACTOR and the clients to be served under this Contract. In the event the CONTRACTOR is a state agency or subdivision as defined by Section 768.28(2), Florida Statutes, as the same may be amended from time to time, the CONTRACTOR will provide its self-insurance letter to the COALITION prior to the execution of this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide the coverages as set forth herein. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

The CONTRACTOR shall have a disaster recovery plan within its continuity of operations plan ("COOP") in place for unforeseen circumstances whether for natural or man-made disasters. A COOP update must be submitted to the COALITION no later than June 1st of each term of this Contract and updated as needed.

2. Worker's Compensation Insurance

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

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

The CONTRACTOR shall not commence any work in connection with this Contract until the COALITION has approved its insurance coverage. All insurance policies shall be with insurers who are qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and

shall name the COALITION as an additional named insured. The COALITION shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The CONTRACTOR shall hold such insurance at all times during the existence of this Contract and any renewal(s) and extension(s) thereof.

3. Unemployment Compensation Insurance

The CONTRACTOR, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, as the same may be amended from time to time, for all employees connected with the work of this Contract.

4. Fidelity and Errors and Omissions Insurance

The CONTRACTOR shall maintain errors and admissions insurance for its board members and fidelity bonding of its fiscal personnel in sufficient amounts and coverages. The CONTRACTOR shall hold such insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it.

In the event that any of the coverages described above are cancelled by the insurer for any reason, or in the case of a state agency or subdivision of the State of Florida as described above, ceases to adequately self-insure, the CONTRACTOR shall immediately notify the COALITION of such cancellation or failure to adequately self-insure and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar day after cancellation of the coverage. Insurance policies for the aforementioned coverages shall be with insurers qualified and doing business in the state of Florida. The COALITION shall be furnished with proof of coverage of insurance by standard ACCORD form certificates of insurance, or in the case of state agency or subdivision of the State of Florida, a self-insurance certificate or letter that is satisfactory to the COALITION, upon request.

11. Page 10, Section Q, entitled *Confidential information and Records* is hereby amended by deleting the section title and replacing said title for Section R, with the following: "*Confidential information and Public Records*"

12. Page 10, Section Q, entitled *Confidential information and Public Records* is hereby further amended by deleting said section in its entirety and replacing it with the following:

Q. Confidential Information and Public Records

Each party to the Contract may have access to confidential information collected or maintained by the other party. The CONTRACTOR shall protect such confidential information clearly identified as such, in a manner that does not permit the personal identification of children or their parents/guardians by persons other than those authorized to receive the records. It is the responsibility of the CONTRACTOR that subcontractors and sub recipients observe the same terms and conditions as contained in the Contract and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data. The CONTRACTOR and all of its directors, officers, employees, volunteers and agents shall comply, as applicable, with the confidentiality, release, inspection, access and record retention requirements of Sections 39.00145, 39.0132, 39.202, and 39.814, 119.01, 119.021, 1002.97, 456.057 501.171 and 1002.72, Florida Statutes, and other applicable state and federal law (including, but not limited to the federal act known as "HIPPA" and "HITECH"), as those laws may be amended from time to time, where applicable. The individual records of children enrolled in SR programs under section 1002.97, Florida Statutes and the personally identifiable records of children enrolled in the VPK program under Section 1002.72, Florida Statutes are confidential and exempt from the provisions of Section 119.071, Florida Statutes,

and section 24(e), Article I of the State Constitution. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of Sections 39.00145, 39.0132, 39.202, and 39.814, Florida Statutes, constitutes a criminal offense as set forth in Section 39.205, Florida Statutes and could result in administrative fines as set forth in Section 39.206, Florida Statutes.

The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law. The records and data of the CONTRACTOR as it pertains to this Contract that are classified as "public records" must be open and available for inspection by any person unless otherwise specified by law. It will be the responsibility of the CONTRACTOR to ensure availability of said records for production and/or inspection by the public on behalf of the COALITION. The CONTRACTOR acknowledges and agrees that upon receiving confidential and exempt records, information and data, the CONTRACTOR must take appropriate steps to protect said records, information and data. The CONTRACTOR shall develop processes and procedures to secure confidential data and require individuals who have access to such data to execute an individual non-disclosure form and maintain these forms on file at the COALITION'S or the CONTRACTOR'S location. The CONTRACTOR, including its employees, subcontractors, agents or any other individuals to whom the CONTRACTOR exposes such confidential information obtained pursuant to this Contract, 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 devices with the capacity to hold information.

The CONTRACTOR shall provide timely written notification to the COALITION of requests for production or inspection of records and data by the public and direct requests for disclosure of confidential information of recipients of services under this Contract.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the CONTRACTOR's operations; however random, unsuccessful attempts at access shall not be considered a security incident. In addition, for purposes of this Contract, "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the CONTRACTOR does not constitute a breach of security, provided that the information is not used for a purpose unrelated to this Contract or subject to further unauthorized use.

The CONTRACTOR agrees to comply with applicable laws regarding breach of confidential information, which include, but is not limited to Section 501.171, Florida Statutes related to the security of confidential personal information. The CONTRACTOR shall notify the COALITION in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding the requirements of Section 501.171(3), Florida Statutes, the CONTRACTOR'S notification shall be made in writing to the COALITION after the CONTRACTOR learns of the security incident or breach. The CONTRACTOR'S notification shall identify the following: (i) the nature of the unauthorized use or disclosure (ii) the confidential information used or disclosed (iii) who made the unauthorized use (iv) who received the unauthorized disclosure (v) what has the CONTRACTOR done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, which would include but not be limited to the timely notification of person(s) whose confidential or personal information was the subject of the Security Incident or Breach of Security and (vi) what corrective action has the CONTRACTOR taken or shall take to prevent future similar unauthorized use or disclosure. The CONTRACTOR shall provide such other information, including a full written report, as reasonably requested by the COALITION. If the COALITION, at its sole discretion, determines that the CONTRACTOR has failed to comply with any of the confidentiality notification, disclosure and storage provisions of this Contract, or determines that prompt and satisfactory correction action has not occurred, said non-compliance shall be considered a breach of this Contract and the COALITION has the unilateral right to suspend this

Contract until it is satisfied that the corrective action has been taken or may terminate this Contract. If this Contract is terminated, the CONTRACTOR must immediately surrender to the COALITION all confidential information and copies thereof obtained under this Contract and any other information relevant to this Contract.

The CONTRACTOR understands and agrees that all reasonable attorneys' fees and costs necessary for the COALITION to remedy any breach of confidentiality due to the conduct of the CONTRACTOR, its employees, subcontractors, agents, vendors or affiliates, or any individual within the control of the CONTRACTOR, shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this Contract. The CONTRACTOR further understands and agrees to the confidentiality and security provisions of this Contract regarding the requirements to safeguard the confidentiality of information which is the subject of this Contract, and which is considered a material condition of this Contract. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the CONTRACTOR will be subject to the penalties as follows:

Criminal Penalties: The CONTRACTOR and any of its employees, agents, contractors, subcontractors, vendors, affiliates or any individual that breaches the confidentiality requirements of this Contract are subject to any state or federal criminal sanctions provided by the law, including but not limited to the penalties as provided for in Section 119.10, Florida Statutes, the Florida Computer Related Crimes Act (Section 815.04) or any other applicable state or federal law or regulations.

Civil Remedies: In addition to criminal sanctions, the CONTRACTOR and its employees, agents, contractors, subcontractors, vendors, or any other individual who breaches the confidentiality requirements of this Contract or applicable laws are subject to any and all civil remedies available to the COALITION, OEL and the state of Florida. In the event there is a conflict with this provision and the policy and procedures of the COALITION, which would include but not be limited to the COALITION'S Incident Reporting policy and procedure, this provision of this Contract shall control.

13. Page 11. Section R, entitled *Information Technology and Systems Security* is hereby amended by deleting said section title and replacing said title for Section R, with the following: "*Information Technology, Systems Access and Security*"
14. Page 11. Section R, entitled *Information Technology, Systems Access and Security* is further amended by inserting the following paragraph at the beginning of the section:

The CONTRACTOR hereby agrees that by entering into this Contract with the COALITION, the CONTRACTOR will, whenever possible, collect, transmit, secure, maintain, protect and store contract, program and project-related information in an open, updated and machine readable format rather than in a closed and/or outdated formats or on paper as provided in 2 CFR § 200.335, *Methods for collection, transmission and storage information*, as said rule maybe amended or modified from time to time.

15. Page 11, Section S, entitled *Incident Reporting* is hereby amended by deleting said section in its entirety and replacing it with the following:

S. Incident Reporting

Any employee, agent or subcontractor, of the CONTRACTOR shall immediately report knowledge or suspicion of abuse, neglect, abandonment, lack of supervision, lack of care, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) in accordance with Section 39.201,

Florida Statutes, as the same may be amended from time to time if said person has reasonable cause to suspect any of the following circumstances:

1. That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care and said child does not have a parent, legal custodian, or responsible adult relative immediately known or available to provide supervision or care; or
2. That a child is abused by an adult other than the parent, legal custodian, caregiver, or other person responsible for the child's welfare; or
3. That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

The CONTRACTOR further agrees to immediately report knowledge of any actual or alleged abuse, abandonment, lack of supervision, neglect, serious injury or death suffered by a child who receives early learning services while in the care of an early care and education provider to the COALITION. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than twenty-four (24) hours of obtaining such knowledge. This requirement to report abuse, neglect, abandonment, lack of supervision, lack of care, or exploitation shall apply it to its employees and its subcontractors.

The CONTRACTOR further agrees to ensure that its employees, agents and subcontractors disclose and report in writing in a timely manner to the COALITION any incidents concerning fraud, bribery, or gratuity violations potentially affecting this Contract and/or related federal/grant program(s).

The CONTRACTOR shall also be responsible for reporting all "reportable incidents. "Reportable Incidents" are defined in the COALITION'S *Incident Reporting Policy and Procedure*. The COALITION shall receive copies of any documents received by the CONTRACTOR relating to any incidents reported to the COALITION within twenty-four (24) hours of the receipt of any such documents by the CONTRACTOR.

16. Page 12, Section U, entitled *Patents, Copyrights, and Royalties* is hereby amended by deleting said section in its entirety and replacing it with the following:

U. Patents, Copyrights, and Royalties

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, or in any way connected with Early Learning programs, the CONTRACTOR shall refer the discovery to the COALITION. If any discovery or invention arises or is developed in connection with the use of state funds under this Contract, or is in any way connected with the Early Learning programs, the CONTRACTOR shall refer the discovery or invention to the COALITION who shall refer it to Florida's Department of State to determine whether patent protection shall be sought in the name of the state of Florida or the COALITION. Pursuant to Section 286.021, Florida Statutes and subject to the claims of the United States Department of Health and Human Services ("USDHHS"), any and all patent or copyrights accruing under or in connection with the performance of this Contract that funded by Early Learning program funds are hereby reserved to the state of Florida or the COALITION, as applicable and as required by law. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property. Pursuant to 45 C.F.R., part 92.34, the USDHHS 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 Contract and any rights of copyright which the CONTRACTOR or its subcontractors purchase with such federal funds.

In the event that any books, manuals, films, or other copyrightable materials are produced using funds under this Contract, the CONTRACTOR shall notify the COALITION. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

The following terms apply to the CONTRACTOR, its employees, its agents and its subcontractors as a grant recipient of the funds under this Contract:

1. With respect to all products created utilizing the funds under this Contract, said materials will be the property of the COALITION and OEL.
2. To the extent that any product constitutes "work" within the meaning of United States copyright laws, 17 United States Code Service ("U.S.C.") 10, et seq., it shall be "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a "work for hire" as a matter of law, the CONTRACTOR shall assign and convey to the COALITION and/or OEL, all right, title, and interest in the product or material and require its employees, its agents and its subcontractors to do the same.
3. The CONTRACTOR agrees that its employees, its agents and its subcontractors will not assert any ownership of the product(s) produced pursuant to this Contract. The CONTRACTOR shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees, agents and subcontractors in order to secure the COALITION's and OEL's rights.
4. Any claim by the CONTRACTOR of ownership of pre-existing copyrights should be explicitly stated in the project documentation.
5. The CONTRACTOR agrees that if it hires any third party to perform any work pursuant to this agreement, the work shall be on a "work for hire" basis and shall not in any way infringe upon the COALITION's or OEL's ownership of the product.
6. The CONTRACTOR agrees not to convey any rights in the product to a third party.
7. If the CONTRACTOR hires a third party to perform any work that involves the use of the pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the COALITION and OEL the non-exclusive license to use the product.

A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between the COALITION and CONTRACTOR in order to further the use of the products in the educational community. The CONTRACTOR further agrees that any 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 Code of Federal Regulation ("C.F.R."), 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.

In accordance with applicable federal and state laws, the CONTRACTOR will not violate the copyrights of any third party during the performance of the scope of work for this Contract. The CONTRACTOR further warrants that as to each deliverable (as the term is defined and described in this Contract), the COALITION'S or OEL'S use of deliverables will not infringe on the copyright of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the CONTRACTOR additionally warrants the following:

1. As to each work of software other "information technology", as defined in applicable federal and Florida statutes and rules, including, but not limited to Section 287.012(15), Florida Statutes, in which copyrights subsist, the CONTRACTOR has acquired the rights by

conveyance or license to any third party software or the information technology, which was use to produce the deliverable(s) as set forth in this Contract.

2. As to each image and sound recording incorporated into the deliverable(s) as set forth in this Contract, the CONTRACTOR has acquired the necessary rights, releases, and waivers from the person or entity 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.

To the extent permitted by law, the CONTRACTOR, shall indemnify and hold the COALITION and its employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the CONTRACTOR in the performance of this Contract. The CONTRACTOR shall have no liability when such claim is solely and exclusively due to the State of Florida's alteration of the invention or article.

17. Page 13, Paragraph 2 of Section Z, entitled *Amendments* is hereby amended by deleting the phrase "Attachment 1" and replacing it with the phrase "Attachment I".
18. Page 15, Section DD. Entitled *Termination* is hereby amended by deleting said section in its entirety and replacing it with the following:

DD. Termination

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. Except as stated in this **Section DD** as it pertains to transition of services or to complete an agreed upon portion of its work, the CONTRACTOR shall not furnish any further services after it receives a notice of termination from COALITION.
2. Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable or if the Federal government or the State of Florida withdraws or redirects funds upon which the Contract depends, the COALITION may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event the federal, state, and/or local funds upon which this Contract is dependent are withdrawn or redirected, this Contract is terminated and the COALITION shall have no further liability to the CONTRACTOR beyond that already incurred prior to the termination date. Under this circumstance, notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. The COALITION shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination.
3. Termination for Cause - This Contract may be terminated by the COALITION for nonperformance or non-compliance by the CONTRACTOR upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. In the event this Contract is terminated for cause by the COALITION, the CONTRACTOR shall be liable for the COALITION'S expenses for additional managerial and administrative services required to complete or obtain services or items from another contractor.

After receipt of a notice of termination, The CONTRACTOR shall do the following:

- a. As of the date of termination notice, stop all work under the Contract to the extent specific in said notice.

- b. Take such action as may be necessary, or as the COALITION may specify to protect and preserve any property related to the Contract which is in the possession of the CONTRACTOR and in which the COALITION or OEL has or may acquire an interest.
- c. Transfer, assign and make available to the COALITION and OEL all property and materials belonging to the COALITION and OEL, upon the effective date of the termination notice of the Contract
- d. Meet all public records law requirements specific under Sections E, Q, R and S of this Contract.

Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Contract. In the event that this Contract is terminated for any reason, the CONTRACTOR agrees to assist the COALITION in the smooth transition of services by promptly providing to the COALITION all of the COALITION'S records and non-expendable property purchased with the COALITION'S funds in the CONTRACTOR'S possession to the COALITION.

19. Page 16, Section EE. Entitled *Conflict of Laws and Order of Precedence* is hereby amended by deleting said section in its entirety and replacing it with the following:

EE. Conflict of Laws and Order of Precedence

In the event that federal law, Florida Law, the Grant Agreement, the COALITION Plan and/or the COALITION Bylaws conflicts with this Contract, Florida law, federal law, the Grant Agreement, the COALITION Plan, and/or the COALITION Bylaws, shall prevail over this Contract. The precedence of the foregoing shall be as follows: (i) federal law (ii) Florida law (iii) Grant Agreement (iv) COALITION Plan and (v) COALITION Bylaws. In the event there is a conflict between the standard core contract and the Attachments, the Attachments shall control unless the standard core contract has been subsequently amended by the COALITION and the CONTRACTOR to address the conflict between the standard core contract and the Attachments in which case the standard core contract will control.

20. Page 16, Section II. entitled *Standard Core Contract* is hereby amended by deleting said section in its entirety and replacing it with the following:

II. Standard Core Contract

- Attachment I**
- Attachment II**
- Attachment III**
- Attachment IV**
- Attachment V**

21. Page 33, Section B.5.a. of Attachment I, entitled *CONTRACTOR Responsibilities* is here by amended by adding the following:

(11) Proactively inform all clients of the CONTRACTOR'S formal complaint review process. Persons receiving services must be notified of the right to a review in cases of a determination of ineligibility, or termination, suspension or reduction of services. The CONTRACTOR shall also report to the COALITION any and all complaints that activate a formal grievance process, and their resolutions, or to request COALITION guidance. In cases of dispute regarding eligibility, the COALITION shall make the final determination of continued participant eligibility.

22. Pages 40 to 87 of the Contract are hereby amended by deleting Attachment II-V in their entirety and replacing it with Attachment II-V attached to this Amendment.

Except as modified herein, all remaining terms and conditions of this Contract shall remain in full force and effect.

All provisions in the Contract and any attachments thereto in conflict with this Amendment shall be changed to conform with this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their officials thereunto duly authorized.

THIS AREA INTENTIONALLY LEFT BLANK

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Witness _____
Renee Jaffe

By _____
Laurie Sallarulo, Chair

_____ day of _____, 2016

_____ day of _____, 2016

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Laurie Sallarulo of _____
Name of Person

Early Learning Coalition of Broward County, Inc., on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. *Type of Identification*

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.
My Commission Expires: _____

Approved as to form by
Jacob C. Jackson, Esquire
General Counsel
Early Learning Coalition of Broward County, Inc.

By _____
Jacob Jackson, Esquire

Federal EID # (or SSN): 65-1060848
CONTRACTOR Fiscal Year Ending Date: 6/30/16

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Dated: _____, 2016

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL
CONTENT:

By: _____
School Board Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016
by _____ of _____, on behalf of the
Name of Person
corporation/agency. He/She is personally known to me or produced _____
Type of Identification
as identification and did/did not first take an oath.

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

My Commission Expires: _____

Federal EIN # (or SSN): 59-1487190
CONTRACTOR Fiscal Year Ending Date: 6/30/2016

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT II
TO STANDARD CONTRACT WITH
The School Board of Broward County, Florida
(Road to Child Outcomes)

AUDIT REQUIREMENTS

Grant/Contract Relationship: The COALITION has identified the CONTRACTOR 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 (Section 215.97, Florida Statutes)

A. Accounting and auditing requirements

1. The CONTRACTOR is subject to the 2 CFR § 200 Subpart F requirements, which states that agencies shall conduct audits in accordance with generally accepted government auditing standards issued by the U.S. Comptroller General and generally accepted accounting principles (GAAP) identified by the American Institute of Certified Public Accountants (AICPA). The AICPA has identified the Accounting Standards Codification (ASC) developed by the Financial Accounting Standards Board (FASB) as the GAAP applicable to nongovernmental entities such as the contractor/grantee.
2. The CONTRACTOR shall provide the COALITION with an annual state single audit in accordance with state single audit requirements that Section 215.97, Florida Statutes, contains, and the Federal Single Audit Act. The CONTRACTOR is subject to monitoring and shall submit the related supporting documents requested in accordance with Exhibit II and the provisions of 2 CFR § 200 Subpart F.
3. During the course of any state fiscal year, external auditors, the State Auditor General, state or federal inspectors, inspectors general, USDHHS, OEL or others as state or federal agencies designate may review operations of and records from the CONTRACTOR.
4. Any of these reviews may identify questioned costs. The CONTRACTOR shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed costs. Section 17.04, Florida Statutes, and 2 CFR § 200 Subpart F, requires contractors to repay disallowed federal and state program costs. CONTRACTOR/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
5. The CONTRACTOR agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR § 200 Subpart F allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

B. Monitoring

In addition to audits conducted in accordance with 2 CFR § 200 Subpart F and Section 215.97, Florida Statutes, as revised (see section III-B-4 below), the COALITION may conduct or arrange for monitoring of the CONTRACTOR'S activities. Such monitoring activities may include, but are not limited to, onsite visits by the COALITION staff or contracted consultants, limited scope audits as defined by 2 CFR § 200 Subpart F, and/or other procedures. By entering into the agreement, the CONTRACTOR agrees to comply and cooperate with any monitoring procedures/processes the

COALITION deems appropriate. The CONTRACTOR further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the USDHHS, the Florida DFS or the Florida Auditor General.

1. Related party disclosures

To comply with requirements of FASB ASC 850, *Related Party Disclosures*, the CONTRACTOR shall include all related party transactions in the financial statement footnote disclosures. General Accepted Auditing Standards (“GAAS”) require that financial statement auditors evaluate whether the CONTRACTOR adequately disclosed related party transaction(s) in the financial statements. In addition, the CONTRACTOR shall comply with all applicable provisions of Section 112, Florida Statutes, Public Officers and Employees, as required by Section 1002.83(8), Florida Statutes.

2. Internal controls – audit or documentation

The CONTRACTOR shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The CONTRACTOR shall keep these work papers onsite as part of its financial records and shall provide a copy to the COALITION as part of the financial reporting package as instructed in Section III-B-4.3, Report Submission, below.

3. Internal controls – annual self-assessment

The CONTRACTOR must perform an internal controls self-assessment using the COALITION’S Internal Control Questionnaire (ICQ). The CONTRACTOR shall provide a copy of the completed annual ICQ to the COALITION, as instructed below, according to written instructions provided by the COALITION.

To document compliance with 2 CFR § 200 Subpart F, which defines internal control, the annual ICQ will help the CONTRACTOR demonstrate that it meets the primary objectives for internal controls pertaining to compliance requirements for federal programs, including:

- a. The CONTRACTOR properly records and accounts for transactions.
- b. The CONTRACTOR executes transactions in compliance with laws, regulations and contract provisions.
- c. The CONTRACTOR safeguards funds, property and other assets against loss due to unauthorized use or disposition.
- d. The COALITION will provide the annual ICQ form in electronic format to the CONTRACTOR upon receipt from the OEL, unless the COALITION makes other arrangements. Each CONTRACTOR shall submit the completed ICQ and any other supporting files considered necessary electronically to the COALITION designated site.
- e. Reasonable measure are taken to safeguard protected personally identifiable information (“PII”) and other information the Federal awarding agency, OEL, or the COALITION consider sensitive consistent with applicable Federal, state and local law regarding privacy and obligations of confidentiality.

4. Audits

a. Federally-funded

This section is applicable if the CONTRACTOR is a state or local government or a non-profit organization as 2 CFR § 200 Subpart F as revised, defines.

- (1) In the event that the CONTRACTOR expends \$750,000 or more in federal awards in its fiscal year, the CONTRACTOR must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DOE. The determination of amounts of federal awards expended should be in accordance with the guidelines 2 CFR § 200 Subpart F, as revised, establishes.
- (2) In connection with the audit requirements, the recipient shall also fulfill the following instructions listed in 2 CFR § 200.508 through 200.512, for reporting package requirements:
 - (a) Financial statements and schedule of expenditures of federal awards (SEFA) discussed in Sections 200.510(a) and (b).
 - (b) Summary schedule of prior audit findings discussed Section 200.515.
 - (c) Auditor's report(s) discussed in Section 200.515.
 - (d) Obtain auditor' findings (if any) discussed in Section 200.516
 - (e) Corrective action plan responses discussed in Section 200.511(c).
 - (f) Such audits shall cover the entire CONTRACTOR organization for the organization's fiscal year.
 - (g) The SEFA shall identify expenditures by grant award/contract number for each grant award/contract with the COALITION in effect during the audit period unless otherwise disclosed as in Section 200.510(b)(2).
 - (h) The financial statements shall disclose whether the CONTRACTOR met the matching requirement for each applicable contract/grant.
 - (i) The CONTRACTOR shall fully disclose in the audit report all questioned costs and liabilities due to the COALITION with reference to the COALITION grant award(s)/agreement(s)/contract(s) involved.
- (3) The audit procedures and the 2 CFR § 200 Subpart F audit reports must include the COALITION'S annual financial monitoring report results. If the CONTRACTOR expends less than \$750,000 in federal awards in its fiscal year, the COALITION does not require an audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised. If the CONTRACTOR expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR § 200 Subpart F, as revised, the CONTRACTOR must pay the cost of the audit from non-federal resources (i.e., the CONTRACTOR must pay the audit costs from resources obtained from non-federal and non-state entities).
- (4) Although the audit provisions of 2 CFR § 200 Subpart F ordinarily do not apply to for-profit subcontractors/sub-grantees, in the case of federal funding from the USDHHS, 2 CFR § 200 Subpart F does apply to commercial for-profit material service organizations, administrative entities, central agencies and other similar organizations. See 45 CFR Part 74.26 for further details.
- (5) Find links to several Federal Single Audit Act resources at the following website: Federal Single Audit Act Resources.

b. State-funded

- (1) This part is applicable if the CONTRACTOR is a non-state entity as defined by the Florida Single Audit Act (Section 215.97(2), Florida Statutes).
- (2) In the event the CONTRACTOR expends \$500,000 or more of state financial assistance in any fiscal year, the CONTRACTOR must have a state single or project-specific audit conducted in compliance with Section 215.97, Florida Statutes; applicable rules of DFS

and Sections 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit Organizations), Rules of the Auditor General. 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 DOE, 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.

- (3) In connection with the state-funded audit requirements above, the CONTRACTOR shall ensure the audit complies with the requirements outlined in Chapter. 215.97(8), Florida Statutes. This includes submitting a financial reporting package as Section 215.97(2), Florida Statutes, and Sections 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, require. Current Rules of the Auditor General require each CONTRACTOR to complete and submit the Financial Reporting Package Submittal Checklist as part of the annual financial reporting package. Please refer to the checklist shown as **Exhibit III**.
- (4) If the CONTRACTOR expends less than \$500,000 in state financial assistance in its fiscal year, the provisions of Section 215.97(2), Florida Statutes, do not require an audit. If the CONTRACTOR elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statute, the CONTRACTOR must pay the audit costs from non-state resources (i.e., the CONTRACTOR must pay the audit costs from resources obtained from non-federal and non-state entities).
- (5) Pursuant to Section 215.97(8), Florida Statutes, state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
- (6) Find additional information regarding the Florida Single Audit Act at the [Florida DFS website State Single Audit resources](#).

5. Report submission

- a. The CONTRACTOR shall submit copies of reporting packages for audits conducted in accordance with 2 CFR § 200 Subpart F, as revised, and as **Attachment II** of this Contract requires, directly to each of the addresses indicated.

Note – For the addresses noted with an asterisk (*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

- (1) Submit one paper copy and one electronic copy of the financial reporting package to OEL at the following address:
Inspector General*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399
- (2) Submit one electronic copy of the financial reporting package to OEL at the SharePoint CONTRACTOR site, FMSAS/Annual A-133 Audit Files.*
- (3) The Federal Audit Clearinghouse designated in 2 CFR § 200 Subpart F (the number of copies described in Section 200.512(b) and the reporting package should be submitted to the Federal Audit Clearinghouse). Single Audit reporting package as described in Section 200.512(c) must be submitted using the Federal Audit Clearing house's Internet Data Entry System at: Federal Audit Clearinghouse's Internal Date Entry System.

- (4) Submit to other federal agencies and pass-through entities in accordance with report submission instructions from 2 CFR § 200 Subpart F, as revised.
- b. The CONTRACTOR shall submit copies of financial reporting packages that Section 4.b. of this Contract requires, including any management letter(s) the auditor issues and corrective action plan responses the CONTRACTOR prepared directly to each of the following addresses.

Note – For the addresses noted with an asterisk (*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

- (1) Submit one paper copy and one electronic copy of the financial reporting package to OEL at the following address:
 Inspector General
 Office of Early Learning
 250 Marriott Drive
 Tallahassee, FL 32399
- (2) Submit one electronic copy of the financial reporting package to COALITION.
- (3) Submit one paper copy and one electronic copy of the financial reporting package to the Auditor General’s Office at –
 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 – www.myflorida.com/audgen
- (4) Any reports, management letters or other information required to be submitted to DOE pursuant to this agreement shall be submitted timely in accordance with 2 CFR § 200 Subpart F, Florida statutes, and chapter(s) 10.550 (local governmental entities) or 10.650 (non-profit and for profit organizations), Rules of the Auditor General, as applicable.
- (5) The CONTRACTOR shall indicate in correspondence accompanying the reporting packages the date the auditors to the CONTRACTOR delivered the reporting package to the CONTRACTOR.
- (6) All items Auditor General Rule 10.656(3) requires, as described on the Auditor General’s Financial Reporting Package Submittal Checklist, and related checklist instructions must be included for a reporting package to be considered complete. See the attached checklist and Auditor General filing instructions.

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

By: _____ Date _____
 Authorized Service Provider Representative

By Electronic Signature

Dr. Rosalind Osgood, Chair
 Print Name/Title

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT III
TO STANDARD CONTRACT WITH
The School Board of Broward County, Florida
(Road to Child Outcomes)

ASSURANCES AND CERTIFICATIONS

Authority for data collection - 45 CFR Part 98.10-1 2; Chapters 1001.213, 1002.75 and 1002.82, Florida Statutes.

Instructions - These certifications and assurances will be in effect for the duration of this Contract. The COALITION 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 Contract will be made without this current signed Certifications and Assurances form on file. The COALITION will not award a grant or enter into a contract where the CONTRACTOR has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the CONTRACTOR hereby certifies and assures that it will fully comply with the following requirements:

- I. Federal certifications – applicable to all entities**

- II. Federal or state-required assurances – applicable to the CONTRACTOR**
 - A. Assurances - Non-Construction Programs (OMB Standard Form (SF) 424 B)**
 - B. Assurances - Construction Programs (OMB Standard Form (SF) 424 D), if applicable**
 - C. Other Assurances - Miscellaneous/General Disclosures**
 - D. Assurances for Proper Expenditure Reporting**
 - E. CCDF Salary Cap Annual Testing Requirements**
 - F. Certification Regarding CONTRACTOR Status as a Non-major Corporation**
 - G. Certification of Cost Allocation Plan or Indirect Cost Rate Proposal**
 - H. Debarment and Suspension Certification (29 CFR part 98 and 45 CFR part 74)**
 - I. Certification Regarding Lobbying (29 CFR part 93 and 45 CFR part 93)**
 - J. Drug-free Workplace Certification (29 CFR part 98 and 45 CFR part 82)**
 - K. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
 - L. Certification Regarding Separation of Voluntary Prekindergarten Education Program and School Readiness Program Funds (section 1002.89(1), Florida Statutes, section 1002.71(1) and (7) Florida Statutes and 45 CFR. § 98.54)**
 - M. Trafficking Victims Protection Act of 2000**
 - N. Certification Regarding Environmental Tobacco Smoke - The Pro-Children Act of 2001**
 - O. Certification Regarding Subrecipient Monitoring**

- P. Certification Regarding Immigration Status
- Q. Certification Regarding Standards of Conduct
- R. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)
- S. "The Transparency Act" (as defined in 2 CFR Part 170)
- T. Equal Employment Opportunity (E.E.O.)
- U. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
- V. Scrutinized Companies Lists
- W. Davis Bacon Act, as amended (40 USC 276a et. seq.)
- X. DUNS number - Data Universal Numbering System.
- Y. System for Award Management ("SAM")
- Z. Conflict of Interest
- AA. Contract Work Hours and Safety Standards Act
- BB. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- CC. Procurement of recovered materials
- DD. Procurements and other purchases
- EE. Property
- FF. Purchase of American-Made Equipment and Products

III. Federal certifications – applicable to all entities

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

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

- A. Debarment and Suspension Certification (29 CFR part 98 and 45 CFR part 74)
- B. Certification Regarding Lobbying (29 CFR part 93 and 45 CFR part 93)
- C. Drug-free Workplace Certification (29 CFR part 98 and 45 CFR part 82)

By signing this Contract, the CONTRACTOR is providing the above assurances and certifications as detailed below:

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

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

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will initiate and complete the work set forth in this Contract within the applicable time frame after receiving the awarding agency's approval.
3. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR part 900 subpart F).
4. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) s. 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ss. 523 and 527 of the Public Health Service Act of 1912, as amended (42 USC 290 dd.3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 USC 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which the CONTRACTOR is making application for federal assistance; and (j) any other non-discrimination statute requirements that may apply to the application.
5. Will comply with, or has already complied with, the titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
6. Will comply, as applicable, with the provisions of the Hatch Act (5 USC 1501-1508 and 7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
7. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a-276a7), the Copeland Act (40 USC 276c and 18 USC 874) and the contract Work Hours and Safety Standards Act (40 USC 327-333) regarding labor standards for federally assisted construction sub-agreements. For projects involving construction—
 - a. The project is not inconsistent with the Florida DOE's overall plans for the construction of school facilities.
 - b. In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of

Education under section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.

- c. When federal program legislation requires, all construction contracts the recipients and subrecipients award in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
8. Will comply, if applicable, with flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
9. Will comply with environmental standards that may be prescribed pursuant to (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and executive order (E.O.) 11514; (b) notifying violating facilities pursuant to E.O. 11738; (c) protecting wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in flood plains in accordance with E.O. 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 USC 1451, et. seq.); (f) conformity of federal actions to state (clear air) implementation plans under section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401, et seq.); (g) protecting underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protecting endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271, et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
11. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470); E.O. 11593 (identification and protection of historic properties); and the Archeological and Historic Preservation Act of 1974 (16 USC 469a-1, et seq.).
12. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801, et seq.), which prohibits using lead-based paint in construction or residence structure rehabilitation.
13. Will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.
14. Will administer each program covered by this **Attachment III** in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
15. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
16. Will submit such reports as described in **Section D** of this **Attachment III** to the Florida DOE, the U.S. DOE and the USDHHS to perform their duties. The CONTRACTOR will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
17. Will 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.

18. Will 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.
19. Will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), which provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.
20. If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)
21. Will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Nonprocurement).
22. Will make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.

B. ASSURANCES – CONSTRUCTION PROGRAMS – required by OMB Standard Form SF 424D, see SF-424D Construction Programs. – IF APPLICABLE

Note – Certain of these assurances may not be applicable to the COALITION'S operations. Please contact the COALITION Contract Manager with questions.

C. OTHER ASSURANCES – MISCELLANEOUS/GENERAL DISCLOSURES

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

1. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Will 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. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

D. ASSURANCES FOR PROPER EXPENDITURE REPORTING

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

“By signing the *General Assurances, Terms and Conditions for Participation in Federal and State Programs*, I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for false statements, false claims or otherwise.”

E. CCDF SALARY ANNUAL TESTING REQUIREMENTS

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that the CONTRACTOR and the COALITION may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. The CONTRACTOR 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 2015 is \$183,300 and is accessible annually at [the U.S. Office of Personnel Management website](#). This amount reflects an individual’s base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The CONTRACTOR shall apply this salary limitation to subawards/subcontracts under an ACF grant or cooperative agreement (Child Care Development Grant Funds Program Specific Terms and Conditions for State and Territory Grantees, V.2013.1 (12/2012)).

1. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, may not use grant funds to pay for salary costs that exceed the CCDF cap.
2. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, must allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
3. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, should perform and document an annual analysis using W-2 data.
4. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, are responsible for assuring compliance with this provision. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, are responsible for enforcing other impacted entities of this compliance requirement.
5. The CONTRACTOR/CONTRACTOR’S subrecipients and subcontractors, if CCDF-funded, shall comply with salary cap reporting requirements outlined in this section.

F. CERTIFICATION REGARDING NON-PROFIT ORGANIZATION STATUS AS A NON-MAJOR CORPORATION

In accordance with 2 CFR §200.415, *Required Certifications*, the non-profit organization as appropriate must certify it does not meet the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those that receive more than \$10 million dollars in direct Federal funding.

_____ The CONTRACTOR is not a major nonprofit organization.

_____ The CONTRACTOR is a major nonprofit organization

G. CERTIFICATION OF COST ALLOCATION PLAN OR INDIRECT COST OR RATE PROPOSAL

In accordance with 2 CFR §200.415, *Required Certifications*, the CONTRACTOR must certify the submitted cost allocation plan or indirect cost rate proposal, as instructed by the COALITION. The COALITION’s current cost allocation plan guidance instructs that no indirect

cost rates are required or used by the COALITION at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes.

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

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's Excluded Parties List System identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that sub-grantees and contractors are not suspended, debarred or disqualified. The contractor/grantee through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epls.gov/> and also available on the [Florida Department of Management Services](#) website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense connected to obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violating federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, records falsification or destruction, making false statements or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the agreement.

I. CERTIFICATION REGARDING LOBBYING – Certification for contracts, grants, loans and cooperative agreements.

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. DOE may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless

the terms of the grant or contract prohibit the expenditure of funds 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 Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned, as the CONTRACTOR's duly authorized representative, 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 CONTRACTOR, 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 the CONTRACTOR 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 contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, according to its instructions.
3. The CONTRACTOR shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of 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.

J. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the CONTRACTOR, through the duly-appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning –
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.

- d. The penalties that the CONTRACTOR may impose upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that the CONTRACTOR gives to each employee involved in executing this Contract a copy of the statement paragraph 1 requires.
- 4. Notifying the employee in the statement paragraph 1 requires that, as an employment condition under the agreement, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer, in writing, of his or her conviction for violating a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5. Notifying the COALITION in writing within 10 calendar days of receiving notice from an employee of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
 - Division of Grants Management and Oversight
 - Office of Management and Acquisition
 - U.S. Department of Health and Human Services
 - Room 517-D
 - 200 Independence Avenue
 - SW Washington, DC 20201
 (Notice shall include the identification number[s] of each affected grant).
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement or other appropriate agency approved for such purposes.
- 7. Making a good faith effort to continue maintaining a drug-free workplace through implementing this entire certification.

The following are the sites for the performance of work done in connection with the specific agreement, including street address, city, county, state and zip code - _____

Check if there are workplaces on file that the CONTRACTOR did not identify here.

Check if the CONTRACTOR required an additional page for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to this section's provisions.

K. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The CONTRACTOR hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any CONTRACTOR person or affiliate, has been convicted of a public entity crime as Chapter 287.133, Florida Statute, defines, nor placed on the convicted vendor list or

discriminatory vendor list pursuant to Chapter 287.134, Florida Statute, all of which can be found on the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it must inform the COALITION immediately upon any change of circumstances regarding this status.

L. CERTIFICATION REGARDING SEPARATION OF VPK EDUCATION PROGRAM AND SR PROGRAM FUNDS

Pursuant to Chapters 1002.71(1) and (7), 1002.89 Florida Statute, and 45 CFR part 98.54, the VPK and SR Programs are independent programs that separate state and federal sources fund. All the CONTRACTOR expenditures made and fiscal records maintained shall reflect funds expenditure separation.

The CONTRACTOR hereby certifies that:

It will expend all SR (Child Care Development Fund, TANF, Social Services Block Grant and General Revenue) funds solely for operating the SR Program and the funds shall be distinctive and clearly identifiable in all fiscal records the CONTRACTOR maintains. The CONTRACTOR shall use all state general revenue funds awarded for operating the Voluntary Prekindergarten Education Program solely operating the Voluntary Prekindergarten Education Program and shall be distinctive and clearly identifiable in all fiscal records the CONTRACTOR maintains.

M. TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED, (22 U.S.C. 7104(g))

This agreement is subject to requirements found in s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104(g)). The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with s. 106(g) of the Trafficking Victims Protection Act of 2000. In each agency award (i.e., grant or cooperative agreement) under which a private entity receives funding, s. 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect.
2. Procures a commercial sex act during the period of time that the award is in effect.
3. Uses forced labor in the performance of the award or sub-awards under the award.

N. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – The PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 USC 7181-7184, imposes restrictions on smoking in facilities where an agency provides federally-funded children's services. HHS grants are subject to these requirements only if they meet the act's specified coverage. The act specifically prohibits smoking in any indoor facility (owned, leased or contracted) where kindergarten, elementary or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased or contracted) where federally-funded health care, child care or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if an agent used federal funds to construct, operate or

maintain such facilities. The statute does not apply to children's services provided in private residences, facilities that Medicare or Medicaid solely fund, portions of facilities used for inpatient drug or alcohol treatment, or facilities for redeeming Women, Infants, and Children (WIC) coupons. Failure to comply with the law's provisions may result in the imposition of a civil monetary penalty of up to \$1,000 per violation or the imposition of an administrative compliance order on the responsible entity.

O. CERTIFICATION REGARDING SUBRECIPIENT AND SUBCONTRACTOR MONITORING

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

P. CERTIFICATION REGARDING IMMIGRATION STATUS

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

Q. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The CONTRACTOR certifies that it shall comply with the provisions 2 CFR §200.318, *General Procurement Standards*, regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

R. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW

To comply with P.L. 111-117, the CONTRACTOR 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 CONTRACTOR may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

S. THE TRANSPARENCY ACT (as 2 CFR Part 170 defines)

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

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

T. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The CONTRACTOR agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45

CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

U. CLEAN AIR ACT (42 USC 7401, et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC 1251, et seq.), AS AMENDED

1. If this grant or contract is in an amount in excess of \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.
2. Provide notice to the COALITION in writing of violations. Submit copies of written violation notices to:

Division of Grants Management and Oversight
Office of Management and Acquisition
U.S. Department of Health and Human Services
Room 517-D
200 Independence Avenue
SW Washington, DC 20201

United States Environmental Protection Agency
Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-8960

V. SCRUTINIZED COMPANIES LISTS PROVISIONS AND CERTIFICATION (Chapter 287.135, Florida Statutes)

If this Contract is for goods or services of \$1 million or more and entered into or renewed on or after July 1, 2011, then COALITION may terminate this Contract at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as Chapter 287.135(5), Florida Statutes, defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of Chapter 215.473, Florida Statutes.

If this Contract is in the amount of \$1 million or more, in compliance with Chapter 287.135, Florida Statutes, the CONTRACTOR, by signing this agreement, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

W. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, et seq.)

When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award shall include a provision for compliance with the Davis-Bacon Act (40 USC 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). 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. In addition, contractors shall be required to pay wages not less than once a

week. 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. 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.

X. 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 30 days.

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

Y. SYSTEM FOR AWARD MANAGEMENT (SAM)

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

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

Z. CONFLICTS OF INTEREST

1. Pursuant to 2 CFR §200.318, *General procurement standards*, the COALITION must maintain oversight to ensure contractors perform scoped services in accordance with minimum standards or conduct.
 - a. If the CONTRACTOR has a parent, affiliate or subsidiary organization that is not a state or local government, the CONTRACTOR must also maintain written standards of conduct covering organization conflicts of interest.
 - b. 65.2.1. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the CONTRACTOR is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- c. 65.2.2. The CONTRACTOR's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.
2. Related party contracts. Pursuant to the Contract, the CONTRACTOR shall provide the COALITION contract documentation for any contracts with CONTRACTOR employees, governing board members or relatives of either group as Chapter 112.3143(1)(b), Florida Statutes, defines.

AA. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Federal and state standards for procurement and contracts administration require all contracts in excess of \$100,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

1. The CONTRACTOR will compute wages on a 40 hour week and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.
2. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

BB. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

Federal and state standards for procurement and contracts administration require all contracts in excess of \$2,000 discuss requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

1. This provision applies to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The CONTRACTOR and its subrecipient or subcontractors 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 CONTRACTOR shall report all suspected or reported violations to the Department of Labor.

CC. PROCUREMENT OF RECOVERED MATERIALS

1. Pursuant to 2 CFR §§200.317, Procurements by states, and §200.322, Procurement of recovered materials, the CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. 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, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the CONTRACTOR shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The CONTRACTOR shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the CONTRACTOR determines that such items: (1) are not reasonably available in a reasonable period of time; (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 (3) are only available at an unreasonable price.
3. Paragraph 2 of this clause shall apply to items purchased under this contract where: (1) the CONTRACTOR purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the CONTRACTOR: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

DD. PROCUREMENT AND OTHER PURCHASES

The CONTRACTOR must comply with federal/state procurement requirements. State procurement instructions are described in Sections 215.971, 287.057, and 287.058, Florida Statutes. The CONTRACTOR must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.32

EE. 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 CONTRACTOR shall comply with the provisions of 45 CFR §75.318 Real property, 45 CFR §75.320 Equipment, and 45 CFR §75.321 Supplies. The CONTRACTOR shall include in all subrecipient and subcontractor contracts, and any vendor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient or subcontractor purchases with funds provided under the agreement to revert to the CONTRACTOR upon contract termination.
2. In accordance with OEL Program Guidance 240.02, title to all property acquired with funds provided to the CONTRACTOR under this Contract shall be vested in the COALITION; however, title and ownership shall be transferred to COALITION upon termination of the CONTRACTOR's participation in early learning programs, unless otherwise authorized in writing by the COALITION. All property required to be returned to the COALITION will be in good working order. See 2 CFR §200.318, General procurement standards, Section 273.02, Florida Statutes, and 69I-73.002, F.A.C.
3. The term "nonexpendable property" shall include all tangible personal property that 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, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, property shall not be purchased with program funds without prior approval from COALITION.
4. 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.

5. 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 CONTRACTOR. The CONTRACTOR shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02, relevant Florida Statutes, state rules, federal regulations and federal cost principles.
6. Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005 F.A.C., when original or replacement equipment acquired by a 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 6.
7. The Office’s policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the CONTRACTOR level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It should then be reported in accordance with OEL Program Guidance 240.01. This identification of income is necessary to meet reporting requirements of the United States Department of Health and Human Services. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the CONTRACTOR is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the COALITION to be forwarded to OEL which will in turn forward said income to the United States Department Health and Human Services. Equipment that was 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 COALITION.

Upon termination of a project, and at the discretion of the COALITION, all equipment/property purchased with project funds will be transferred to the location(s) specified by the COALITION and all necessary actions to transfer the ownership records of the equipment/property to the COALITION or its designee, will be taken.

FF. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this agreement will be American-made.

P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, § 507 – “It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”

By signing below, the CONTRACTOR, through the duly appointed undersigned representative, certifies and assures that it will fully adhere and comply with the applicable assurances outlined in parts A through FF, above for participation in state and federal programs as applicable to this Contract.

By: _____
 Authorized Service Provider Representative

Date _____

By Electronic Signature

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT IV
TO STANDARD CONTRACT WITH
The School Board of Broward County, Florida
(Road to Child Outcomes)**

INTERNAL CONTROLS ASSURANCE

The CONTRACTOR certifies and assures, by checking the items below, that as of July 1 of each grant award period the CONTRACTOR is compliant with and has processes in place to address all internal control elements described below. This certification is distinct from the self-assessment Internal Control Questionnaire (ICQ) Survey Form, which will be provided by the COALITION by September 30 of each year unless other instructions are provided by the COALITION in writing.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Compliance and Reporting for Internal Controls | <input checked="" type="checkbox"/> Oversight and Monitoring Resolution Process |
| <input checked="" type="checkbox"/> Procurement and Contracting | <input checked="" type="checkbox"/> Prior Approval Procedures |
| <input checked="" type="checkbox"/> Cost Allocation | <input checked="" type="checkbox"/> Sarbanes Oxley Act (2002) |
| <input checked="" type="checkbox"/> Financial Management Systems | <input checked="" type="checkbox"/> Records Management |
| <input checked="" type="checkbox"/> Property Management | <input checked="" type="checkbox"/> Confidentiality of Data (includes IT related issues) |
| <input checked="" type="checkbox"/> Equal Opportunity Procedures | <input checked="" type="checkbox"/> Electronic Submission of Confidential Data |

By: _____
Authorized Service Provider Representative

Date

Dr. Rosalind Osgood, Chair

Print Name/Title

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT V
TO STANDARD CONTRACT WITH
The School Board of Broward County, Florida
(Road to Child Outcomes)**

**APPLICABLE FEDERAL AND STATE STATUTES, RULES, REGULATIONS, AND
GUIDANCES**

The CONTRACTOR shall comply with the following Federal and state laws and regulations in the course of performing or delivering services under this Contract

1. Federal

- 1.1 2 Code of Federal Regulation (“CFR”) § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 1.2 2 CFR § 25.110- Central Contractor Registration (“CCR”) and Data Universal Number System (“DUNS”) Numbers.
- 1.3 45 CFR Part 75 United States Department of Health and Human Services (“USDHHS”) Implementation of the Office of Management and Budget’s (“OMB”) Uniform Administrative Requirements for HHS Awards (aka @ CFR § 200).
- 1.4 45 CFR part(s) 260-265 -Temporary Assistance for Needy Families (“TANF”) regulations (related to 2.3)
- 1.5 Child Care Development Block Grant (“CCDBG”) Act of 2014 (Pub L 113-186); CCDBG Act of 1990, as amended 42 United States Code (“U.S.C.”) 9858, et seq;
- 1.6 45 CFR part 98- Child Care Development Fund (“CCDF”)- Final Rule
- 1.7 45 CFR part 99 Procedures for Hearings for the CCDF.
- 1.8 CCDF Discretionary Fund governing requirements - Title VI. Personal Responsibility and Work Opportunity Reconciliation Act (“PRWORA”) of 1996 and subsequent amendments, codified at 42 USC 9858-9858, et seq.
- 1.9 CCDF Mandatory and Matching Funds -Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 USC 618.
- 1.10 Other applicable requirements from the Code of Federal Regulations (“USDHHS”)-
 - 1.10.1 45 CFR part 82 - Drug-Free Workplace Act Common Rule.
 - 1.10.2 45 CFR part 93 - Byrd Anti -Lobbying Amendment Common Rule.
- 1.11 American Competitiveness and Corporate Accountability Act of 2002, aka Sarbanes-Oxley Act (“SOX”)-
 - 1.11.1 Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
 - 1.11.2 Section 1107, Protection for whistleblowers (employees and other individuals).

2. Florida

- 2.1 Chapter 1002, part V, Florida Statutes (“F.S.”) – Voluntary PreKindergarten (“VPK”) Education Program.
- 2.2 Chapter 1002, part VI, F.S. – School Readiness (“SR”)

- 2.3 Provisions related to SR of the current USDHSS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families.
- 2.4 Provisions related to SR of the current USDHSS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.
- 2.5 6M-4, Florida Administrative Code (“F.A.C.”)- School Readiness Program Rules.
- 2.6 6M-8, F.A.C. - Voluntary Prekindergarten Education Program Rules.
- 2.7 6M-9, F.A.C. - Early Learning Coalitions Rules.
- 2.8 Chapter 112, F.S., Public Officers and Employees -
 - 2.8.1 Section 112.061, F.S. -Per diem and travel expenses of public officers, employees and authorized persons.
 - 2.8.2 Section 112.313, F.S. - Standards of conduct for public officers, employees or agencies and local government attorneys.
 - 2.8.3 Section 112.3135, F.S. - Restriction on employment of relatives.
 - 2.8.4 Section 112.3143(1)(b), F.S. - Voting conflicts.
- 2.9 Procurements:
 - 2.9.1 Section 21 5.971, F.S. -Agreements funded with federal or state assistance.
 - 2.9.2 Section 287 .057, F.S. - Procurement of commodities or contractual services.
 - 2.9.3 Section 287.058, F.S. - Contract document.
- 2.10 Chapter 119, F.S. – Public Records
 - 2.10.1 Section 119.01, F.S. - General state policy on public records.
 - 2.10.2 Section 119.07, F.S.- Public Records
- 2.11 *Other state laws and regulations-*
 - 2.11.1. Section 11.062, F.S. - Use of state funds for lobbying prohibited; penalty.
 - 2.11.2. Section 17.04, F.S. - To audit and adjust accounts of officers and those indebted to the state
 - 2.11.3. Section 20.052, F.S. - Advisory bodies, commissions, boards.
 - 2.11.4. Section 39.201, F.S. - Proceedings related to children.
 - 2.11.5. Section 39.604, F.S. - Rilya Wilson Act attendance and reporting responsibilities.
 - 2.11.6. Section 215.42, F.S. - Purchases from appropriations, proof of delivery.
 - 2.11.7. Section 215.422, F.S.- Payment, warrants and invoices; processing time limits; and dispute resolution.
 - 2.11.8. Section 215.97, F.S. - Florida Single Audit Act.
 - 2.11.9. Section 216.181, F.S. - Approved budgets for operations and fixed capital outlay.
 - 2.11.10. Section 216.301, F.S. - Appropriations; undisbursed balances.
 - 2.11.11. Section 216.345, F.S. - Professional or other organization membership dues; payment.
 - 2.11.12. Section 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited.
 - 2.11.13. Section 252.365, F.S. - Emergency coordination officers; disaster- preparedness plans.
 - 2.11.14. Chapter 274, F.S. - Tangible Personal Property.
 - 2.11.15. Section 286.25, F.S. - Publication or statement of state sponsorship.
 - 2.11.16. Section 287.107, F.S. - Purchasing categories, threshold amounts.
 - 2.11.17. Section 287.0943, F.S. - Certification of minority business enterprises.
 - 2.11.18. Section 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities.
 - 2.11.19. Section 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities.
 - 2.11.20. Section 287.135, F.S. - Prohibition against contracting with scrutinized companies.
 - 2.11.21. Section 402.281, F.S. - Gold Seal Quality Care program.

- 2.11.22.** Section(s) 402.301- 402.319, F.S. - Child Care facilities provisions.
- 2.11.23.** Section 411.223, F.S. - Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- 2.11.24.** Section 414.39, F.S. - Fraud.
- 2.11.25.** Section 414.411, F.S. - Public Assistance Fraud.
- 2.11.26.** Section 415.1034, F.S. - Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.11.27.** Chapter 427, F.S. - Special Transportation and Communication Services.
- 2.11.28.** Section 435.03, F.S. - Level 1 screening standards.
- 2.11.29.** Section 435.04, F.S. - Level 2 screening standards.
- 2.11.30.** Section 445.032, F.S. - Workforce Services Transitional child care.
- 2.11.31.** Section 943.0542, F.S. -Access to criminal history information provided by the department to qualified entities.
- 2.11.32.** Florida Department of Education (“FDOE”) Travel Policy Manual.
- 2.11.33.** Florida Department of Financial Services (“DFS”) Contract and Grant User Guide.
- 2.11.34.** Florida Reference Guide to State Expenditures