



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-01-14 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	FF. OFFICE OF ACADEMICS
DEPARTMENT	Early Learning/School Readiness

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:
FF-1.

TITLE:
Agreement between The School Board of Broward County, Florida, and The Early Learning Coalition of Broward County, Inc

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida, (SBBC) and The Early Learning Coalition of Broward County, Inc. (ELC) for the Kindergarten Transition Ambassador Program.

SUMMARY EXPLANATION AND BACKGROUND:
As part of collaborative work within the "Countdown to Kindergarten Campaign," the ELC is allocating \$100,000 to fund an Instructional Facilitator position to serve as a Kindergarten Transition Ambassador in areas related to school readiness, family experiences, continued quality support, transition connections, and early childhood community provider outreach.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Safe & Supportive Environment
 Goal 3: Effective Communication

FINANCIAL IMPACT:
The potential positive impact to the District is \$100,000.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement

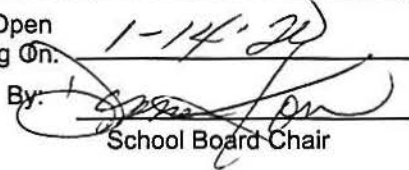
BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Lori Canning	Phone: 754-321-1953
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Daniel Gohl - Chief Academics Officer

Signature
Daniel F. Gohl
1/7/2020, 9:30:52 AM

Approved In Open Board Meeting On: 1-14-20
By: 
School Board Chair

EXECUTIVE SUMMARY
Early Learning Coalition (ELC) Kindergarten Transition Ambassador Program
January 14, 2020

Item # FF-1.	Early Learning Coalition (ELC) Kindergarten Transition Ambassador Program
Status	New
Financial Impact	The potential positive financial impact is \$100,000.00. The source of funds is the ELC. There is no additional financial impact to the District.
Managing Department/School	Early Learning Language Acquisition (ELLA)
Source of Additional Information	Lori Canning, Executive Director – Early Learning Language Acquisition (ELLA) 754-321-1953
Project Description	Children who enter school with strong foundational skills and strong foundations in health, social emotional development, and engagement are more likely to experience later academic success, attain higher levels of education, and secure employment later in life. Research shows that kindergarten transition practices strengthen the Pre-K foundation, including a positive effect on students’ academic achievement and parent-initiated school involvement during the kindergarten year and throughout elementary school. The ELC and School Board of Broward County (SBBC) partnership will support both strong foundations and smooth transitions to ensure Broward’s children enter kindergarten ready and continue on the pathway to success to third grade proficiency and beyond. The SBBC K Transition Ambassador will support the Early Learning Coalition, Broward Community Providers, ELC Quality Initiative Programs, and SBBC Early Learning Language Acquisition Division in areas related to school readiness, transition, school connections, community connections, literacy initiatives, family transition events and experiences, and continued quality support.
Evaluation Plan	An annual scope of work will be produced with short- and long-term targets, to include: <ul style="list-style-type: none"> • Increase in School and Community Provider Outreach and Connections • Increase in Pre-K Outcome Assessment Measures • Increase in Family Participation, Involvement, and Engagement • Decrease in chronic absenteeism • Increase in Kindergarten Readiness (Florida Kindergarten Readiness Screener, Benchmark Assessment System, Early Literacy Skills)
Alignment to Strategic Goals	This position supports District Strategic Plan Goal 1: High-Quality Instruction (Increase in early childhood proficiency) and Strategic Plan Goal 3: Effective Communication (Family Connections; Community Partnerships).

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
CONTRACT # SBBC-20-ELC8-CONTRACTOR_
The School Board of Broward County, Florida
K-Transition Ambassador Program

THIS CONTRACT is between the **Early Learning Coalition of Broward County, Inc.**, hereinafter referred to as the "**COALITION**," and The School Board of Broward County, Florida hereinafter referred to as the "**CONTRACTOR**. The term "**CONTRACTOR**" shall also include any affiliates or parent company of the **CONTRACTOR**, if applicable. The **COALITION** and **CONTRACTOR** are referred to collectively as the "Parties."

A. Purpose & Scope of Work

This standard core contract is procured, or if exempt from procurement, contracted, whichever is applicable, through the cost reimbursement method in accordance with Chapter 287, Florida Statutes and the most current state governing & funding agreement between Florida's Office of Early Learning (hereinafter referred to as "OEL") and the **COALITION** (with said agreement hereinafter referred to as "Grant Agreement") for K-Transition Ambassador Program services. The **CONTRACTOR** agrees to provide the scope of work on behalf of the **COALITION** in accordance with standard core contract and those certain documents attached to this standard core contract entitled "**Attachment**" and labeled **I through IV** (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** are hereinafter referred to collectively as the ("Contract"). The scope of work for this Contract and all obligations and responsibilities of the Parties thereunder is set forth in **Attachment I** of this Contract.

The **CONTRACTOR** shall provide those quantifiable units of deliverables to the **COALITION** as identified and defined in the Contract and agrees and acknowledges that said deliverables will be directly related to the scope of work set forth therein and shall specify the performance measure(s) for such work. As used in this paragraph, the term "performance measure" means the required minimum acceptable level of service to be performed and the criteria for evaluation and successful completion of each deliverable by the deadlines stated in the Contract. The **CONTRACTOR** shall provide and meet the performance measure(s) specified under the Contract. Failure to perform the deliverables in accordance with performance measure(s), whether in whole or in part, as stated in the Contract shall be considered an "Event of Default" as set forth in the **Section Z** of the Contract and the **CONTRACTOR** shall be subject to the consequences (financial or otherwise) stated therein. In addition, the **CONTRACTOR** agrees that if the requirements of this Contract are not timely and satisfactorily performed, the **CONTRACTOR** shall be subject to certain financial consequences as set forth in **Section Z** of this Contract. The **COALITION**, at its sole discretion and upon written request by the **CONTRACTOR**, will consider offering an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequence shall not apply. Notification of any deliverable extension granted shall be provided by the **COALITION** Contract Manager to the **CONTRACTOR** in writing.

The **COALITION** shall evaluate overall compliance with this Contract for the services described herein. The **COALITION'S** good faith determination of what constitutes acceptable services or reports based on the terms and conditions of this Contract shall be conclusive. The **COALITION** reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the program and the families who are served by the **COALITION**, either directly or through its agents, vendors, subcontractors or contractors.

Fiscal and Administrative Control of the Contract

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

The CONTRACTOR may contract with a vendor for general accounting and human resource functions; however, such contracts shall specify that the COALITION shall have immediate accessibility to all records and documents at no cost or expense to the COALITION. The vendor or subcontractor of the CONTRACTOR must, by law, maintain required confidential data. Any assignment, transfer, contracting or subcontracting if approved by the COALITION shall be subject to the requirements of **Section W** of this Contract.

The CONTRACTOR shall notify the COALITION in writing of any changes in the mailing address, telephone number (parent and main lines), email address, or physical location of its offices no later than thirty (30) calendar days prior to changes in accordance with **Section DD** of this Contract.

B. Term

This Contract shall commence on **upon the execution of both parties** ("Commencement Date) and shall expire on **June 30, 2020** ("Expiration Date" with both Commencement and Expiration dates hereinafter referred to as "Term"). The COALITION shall not be obligated to pay for costs incurred related to this Contract prior to the Commencement Date or subsequent to the Expiration Date, unless otherwise agreed to in writing between the Parties.

This Contract may be renewed by the COALITION for a term not to exceed a total of three (3) years or from the initial Term of the Contract, whichever is longer (hereinafter referred to "Renewal Period"). Such Renewal Period shall occur for up to **two (2) 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 evaluations as determined by the COALITION c) CONTRACTOR is not in default as set forth in **Section Z** of this Contract d) shall be subject to the availability of funds to the COALITION and e) shall specify the contract amount for the Renewal Period prior to the execution of the renewed Contract by the Parties. The Renewal Period shall be subject to the same terms and conditions as set forth in the initial Term of the Contract and shall comply with the Grant Agreement and any applicable Florida law. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that the COALITION may negotiate lower pricing.

Notwithstanding the foregoing, in no event shall the COALITION be required to renew the Contract with CONTRACTOR. A Renewal Period shall not include any compensation for any costs, fees or charges associated with said renewal of the Contract. The Renewal Period, as agreed upon and exercised by the Parties, shall be considered part of the Term.

C. Contract Payment and Availability of Funding

The payment of funds to the CONTRACTOR under the Contract shall not exceed **\$100,000** for **K-Transition Ambassador Program services** unless this Contract is otherwise amended by the Parties. The COALITION'S obligation to pay the CONTRACTOR under this Contract is contingent upon the annual appropriation by the State of Florida Legislature and availability of any and all applicable

federal, state and local funds. The COALITION shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to comply with this Contract. If such funds are not appropriated or available for this Contract’s purpose, such event shall not constitute an “Event of Default” by the COALITION under **Section Z** of this Contract. The COALITION agrees to notify the CONTRACTOR in writing at the earliest possible time if funds are not appropriated or available for this Contract. The Contract amounts as well as any conditions or terms regarding delivery and payment to the CONTRACTOR shall be more specifically set forth in **Attachment I** to this Contract. If not specified in **Attachment I**, delivery and payment as it pertains to invoicing shall be as set forth in **Section G** of this Contract. Notwithstanding the foregoing, the obligation to pay the CONTRACTOR is also contingent upon the CONTRACTOR’S successful performance and/or delivery of the scope of work as set forth in **Section A** of this Contract as well as CONTRACTOR’S compliance with terms and conditions of this Contract.

D. Governing Laws and Agreements

By the execution of this Contract, the CONTRACTOR agrees to fully comply with those applicable federal and state statutes, rules and regulations as set forth in **Attachment IV (STATUTES, RULES AND REGULATIONS APPLICABLE TO THE CONTRACTOR)** of this Contract. In addition, the CONTRACTOR shall fully execute **Attachment III (ASSURANCES AND CERTIFICATIONS)** of this Contract as further confirmation of its obligations to meet certain applicable federal and state requirements under this Contract. The CONTRACTOR further agrees to comply with the following laws, requirements and agreements, which includes but is not limited to the submissions of any associated forms, documents, data or other information related to said laws and agreements:

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 or modifies the terms and conditions of this Contract subsequent to execution by the Parties. In the event there is an unallowable conflict between the Grant Agreement and the Contract, the Grant Agreement shall control.
2. **Lobbying:**

Pursuant to Section 216.347, Florida Statutes, no funds awarded under this Contract can be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The provisions of the aforementioned statute are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes, which include. But is not limited to 45 Code of Federal Regulation (“CFR”) §93 (New Restrictions on Lobbying). In accordance with 2 CFR §200.415, (Required Certifications), the CONTRACTOR must certify that any federal funds or awards that received from the COALITION as a result of this Contract will not be used for lobbying. 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 or relation to this Contract, the CONTRACTOR shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, according to its instructions.

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 Subrecipient, subcontractors, agents, or vendors shall certify and disclose accordingly. The certification located in **Attachment II** of this Contract is a material representation of fact upon which the Parties placed reliance when they made or entered into this Contract. Pursuant to 31 United States Code (“USC”) 1352, the CONTRACTOR is required to submit this certification as a prerequisite for making or entering into this Contract.

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.

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 **Attachment II** of this Contract as referenced in 45 C.F.R. §93.110 and Appendix A of 45 CFR 93. All disclosure forms as required by Appendix B of 45 CFR §93 must be obtained, completed and returned to the COALITION'S Contract Manager by the CONTRACTOR.

3. Drug-Free Workplace:

Pursuant to the Drug-Free Workplace Act of 1988, (41 USC 701 et. set) and its implementing regulations codified at 2 CFR Part 182 (Common Rule), the CONTRACTOR shall provide a drug-free workplace as certified in **Attachment II**.

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 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 of those applicable federal and state statutes as it pertains to discrimination and harassment in the workplace. (See **Attachment IV**) of this Contract).

6. Public Records

All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the CONTRACTOR to maintain records in a location that is accessible to the public. The CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the COALITION would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Upon request of the COALITION, the CONTRACTOR shall provide the COALITION with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 or as otherwise provided by law. If the COALITION has a public records policy, the CONTRACTOR shall follow said policy.

If there is an unallowable conflict between applicable Florida Statutes and the COALITION'S public records policy, applicable Florida Statutes shall control. Requests for records by the COALITION shall be made available to the COALITION at no additional cost or expense to the COALITION.

The CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term. Except as stated in this Contract, the CONTRACTOR shall continue maintain and keep from disclosure all exempt or confidential records that have not been transferred to the COALITION following completion of the Contract. In accordance with Section 1002.97, Florida Statutes the individual records of children enrolled in SR programs provided

under Section 1002 Part VI, Florida Statutes, held by the CONTRACTOR or COALITION, are confidential and exempt from the provisions of Section 119.07(1), Florida Statutes and Section 24(a), Article I of the State Constitution. In accordance with Section 1002.72, Florida Statutes, the personally identifiable records of children enrolled in the VPK program provided under Section 1002.53, Florida Statutes and any personal information contained in those records, are confidential and exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. The CONTRACTOR shall allow access to SR and VPK program records as specified in Sections 1002.72 and 1002.97, Florida Statutes, respectively.

Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost or expense, to the COALITION, all public records in possession of the CONTRACTOR or at the option of the COALITION, keep and maintain public records required by the COALITION to perform the services under the Contract. If the CONTRACTOR transfers all public records to the COALITION upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COALITION, upon request from the COALITION'S custodian of public records, in a format that is compatible with the information technology systems of the COALITION.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE PHONE NUMBER, EMAIL ADDRESS AND ADDRESS INDICATED IN SECTION LL OF THIS CONTRACT.

7. CONTRACTOR Provisions and Requirements for Contracts, Purchase Orders or Agreements with Subcontractors, Vendors, Agents or Employees

The CONTRACTOR shall require that in any contract, purchase order or agreement that it executes with any subcontractors, Subrecipient vendors, agents or employees or other third party that meets or is in excess of \$10,000.00 in total costs per annum, or for the term of the contract or agreement, whichever is shorter, to contain a trigger as it concerns termination the of the third-party contract or agreement, the manner by which termination shall be effected, and the basis for any settlement in accordance with 45 CFR §75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

All contracts, purchase orders or agreements that a CONTRACTOR has with a subcontractors, vendors, agents, Subrecipient, or employees or other third party shall specifically contain a provision in which the subcontractors, vendors, agents or employees or other third party shall release in full the COALITION from any liabilities and expense, including but not limited to payment under said third-party contract or agreement, as it pertains to the termination third-party contract, purchase order or agreement, or the non-performance or non-compliance of the CONTRACTOR under said third-party contract or agreement if the funds to pay the contractors, subcontractors, vendors, agents, Subrecipient, or employees or other third party are directly or indirectly, whether in whole or in part, originate from the funds for this Contract or is funded by the COALITION or OEL. The CONTRACTOR further agrees that the CONTRACTOR shall be solely liable to the subcontractor, Subrecipient, vendor, agent, employee or other third party for all expenses and liabilities incurred under any contract, purchase order or agreement. The

CONTRACTOR, at its sole cost and expense, shall defend and hold harmless the COALITION against such claims, actions, proceedings, or lawsuits.

Any contracts, purchase orders or agreements that a CONTRACTOR has with any subcontractors, Subrecipient, vendors, agents or employees or other third party in which relates to or concerns this Contract and/or the use of COALITION or OEL funds, whether directly or indirectly, whether in whole or in part, shall require prior written approval from the COALITION prior to execution by the CONTRACTOR and the contracting contractor, subcontractor, Subrecipient, vendor, agent or employee or other third party.

In addition, any contracts, purchase orders or agreements that a CONTRACTOR has with a subcontractors, vendors, agents or employees or other third party in which relates to or concerns this Contract and/or the use of COALITION or OEL funds, whether directly or indirectly, whether in whole or in part, that meet or exceed \$25,000.00 in total costs per annum, or for the term of the contract or agreement, whichever is shorter, shall undergo a formal procurement process as set for in Section 287.057, Florida Statutes as well as any applicable federal law and such procurement shall be sufficiently documented as set forth in the aforementioned statute. The CONTRACTOR'S procurement process, documents and records shall be subject to audit as set forth in Section E of this Contract. This paragraph shall not apply to employment contracts between the CONTRACTOR and the CONTRACTOR'S employee or employment candidate.

Notwithstanding the foregoing, in no event shall the CONTRACTOR enter into any contract, agreement, or purchase order with any agents, subcontractors, vendors, agents or employees or other third party in which relates to or concerns this Contract and/or the use of COALITION or OEL funds, whether directly or indirectly, whether in whole or in part, in which said items or service, no matter the amount, is not allowable under this Contract.

In no event will the COALITION be considered a "party" or have a "privity of contract" to any contract, purchase order or agreement that a CONTRACTOR has with a subcontractor, vendor, agent, employee or other third party unless the COALITION has agreed to in writing to be a party to the Contract and has executed said third-party contract, purchase order or agreement.

8. Reporting Fraud and Whistleblower Protection

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the CONTRACTOR and its approved contractors, subcontractors, subrecipients, agents, and vendors must comply with and inform its employees of mandatory reporting requirements. Each employee of the CONTRACTOR and any agent, subcontractor, subrecipient, contractor or vendor providing services in connection with this Contract shall disclose to the COALITION and OEL'S Inspector General in a timely manner and in writing all violations involving fraud, bribery or gratuity violations potentially affecting this Contract and/or the related federal/grant program(s). The COALITION is required to review and consider any publicly available information about the CONTRACTOR in the Federal Awardee Performance and Integrity Information System ("FAPIS"). See <https://fapiis.gov>.

In accordance with Section 112.3187, Florida Statutes, the CONTRACTOR shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, the 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 COALITION, the Office of the Chief Inspector General, the OEL'S Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-

543-5353. Additional local CONTRACTOR policy and procedures also apply. The CONTRACTOR will also be subject to the COALITION'S Whistleblower Policy and Procedures. In the event there is an unallowable conflict between this provision and the COALITION'S Whistleblower Policy and Procedure, the provision of this Contract shall control. In the event there is an unallowable conflict between applicable federal and state law and the Contract as it pertains to any applicable whistleblower issues arising under this Contract, the applicable federal and state law shall control.

9. Background screening

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

- a. The CONTRACTOR shall conduct employee background screening in accordance with the requirements in this **Section D (9)** of the Contract.
- b. "Qualified entity," as defined in Section 943.0542, Florida Statutes, means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.
- c. The CONTRACTOR is a qualified entity and therefore, shall register with the Florida Department of Law Enforcement ("FDLE"). The entity shall have all employees assigned to work on this Contract screened in a manner consistent with Section 943.0542, Florida Statutes.
- d. The CONTRACTOR shall require any subrecipient, agent, vendor or subcontractor it retains that also meets the definition of a "Qualified Entity" to likewise register and have all of the employees it assigns to work under the terms of this Contract screened in a manner consistent with Section 943.0542, Florida Statutes. The CONTRACTOR shall ensure that background screening of subcontractors, agents, vendors, contractors or subrecipients is complete prior to providing services under the Contract.
- e. The CONTRACTOR shall obtain the following documentation for new employees prior to their first day of employment.
 - i. Documentation the individual complies with the background screening standards set forth in Section 435.04, Florida Statutes.
 - ii. The highest level of education claimed, if the position requires.
 - iii. All applicable professional licenses claimed, if the position requires.
 - iv. Applicable employment history, if the position requires.
- f. CONTRACTOR shall maintain on file verification for all CONTRACTOR personnel and any applicable subrecipient, vendor, agent, contractor or subcontractor's personnel assigned to work on this Contract, unless excluded as described below.
- g. To be in compliance, employee background screenings done or arranged by the CONTRACTOR for its employee must be from no earlier than five (5) years before the employment date of the employee.
- h. The CONTRACTOR shall update the background screening every five (5) years on or before the anniversary date of the prior background screening check and thereafter if the employee or individual, whichever is applicable, continues performing under this Contract.
- i. The CONTRACTOR shall repeat the background screening if there is a 90-day lapse in employment from working on this Contract. The CONTRACTOR shall rescreen the person before assigning the person to this Contract.
- j. The CONTRACTOR shall arrange for and pay all the costs for employee background screening.
- k. The CONTRACTOR shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this agreement. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.

- l. The CONTRACTOR shall require each employee it assigns to this Contract to notify the COALITION in writing and via phone within 48 hours of being arrested for any criminal offense.
- m. The COALITION shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this Contract. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
- n. The CONTRACTOR shall not allow the employee to return to work on this Contract until cleared of all charges that would exclude the employee under a level 2 background screening.
- o. As defined in Section 402.302, Florida Statutes, a "volunteer" who assists on an intermittent basis for less than 10 hours per month is not included in the term "personnel" for the purposes of screening and training if a person a person who meets the screening requirements of Section 402.302, Florida Statutes is always present and has the volunteer in his or her line of sight. Background screening costs for board members and volunteers are allowable CONTRACTOR expenditures.
- p. The CONTRACTOR shall require, if applicable, its subrecipient, vendors, agents, subcontractor or contractor to:
 - i. Notify the CONTRACTOR in writing and via phone within 48 hours of being arrested or removed from working on the Contract for any criminal offense.
 - ii. Review the alleged offense within 48 hours, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on the Contract. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
 - iii. Not permit the employee to return to work on the Contract until cleared of all charges that would exclude the employee under a level 2 background screenings.
- q. Any subrecipient, vendor, contractor, agent, or subcontractor who does not meet the definition of "Qualified Entity" but who has staff that will perform duties under Contract with the CONTRACTOR and are permitted access to a child care location while children are present, or will have access to confidential information about the children in care or their family shall comply with all requirements of this **Section D (9)** of the Contract.
- r. Any contractor, agent, vendor or subrecipient or subcontractor who does not meet the definition of "Qualified Entity" and who has staff that will perform duties under this Contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or that child's family is not required to submit its employees to a background screening.
- s. Written policies may exclude reference to subrecipient, contractor, agent, vendor or subcontractor if not applicable. However, if a CONTRACTOR contracts with a subrecipient, contractor, agent, vendor or subcontractor during the Term of this Contract then the policies should be updated to include reference.

10. Applicable Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree to abide by, comply with and govern themselves in accordance with all applicable federal and Florida laws, rules and regulations as set forth in **Section D** and **Attachment IV** of this Contract. The Parties further agree that the venue for any state actions, claims, disputes, hearings, proceedings or other matters associated, concerning, arising from or related to this Agreement shall be in Broward County, Florida. In addition, the Parties further agree that the venue for any federal actions, claims, disputes, hearings, proceedings or other matters associated, concerning, arising from or related to this Agreement shall be the federal Southern District, Miami, Florida, as applicable.

11. Governing COALITION Policies and Procedures

The CONTRACTOR will comply, as applicable, with COALITION policies and procedures. If there is an unallowable conflict between this Contract and COALITION policies and procedures, this Contract shall control.

E. Audits and Records Retention Requirements.

1. The CONTRACTOR shall provide the COALITION with an annual state single audit in accordance with the state single audit requirements contained in Section 215.97, Florida Statutes, and the Federal Single Audit Act. The CONTRACTOR shall document all activities related to the Contract. Documentation shall be sufficient for an audit trail and compliance with federal regulation 2 CFR Pursuant to §200.333, *Retention requirements for records*, the CONTRACTOR shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the CONTRACTOR submits per COALITION instructions and makes available for review upon request. The CONTRACTOR shall also ensure that accounting records reflect the separation of all programs/activities the CONTRACTOR administers or for which it receives funding under the Contract. Records shall adequately identify with Other Cost Accumulators (“OCA”) as well as the source and funding application for each program/activity. The CONTRACTOR shall further maintain a clear audit trail showing detail of expenditures related to the applicable program/activity. The CONTRACTOR shall further be required to establish and maintain records related to payments made to COALITION clients and providers, as applicable, as well as CONTRACTOR staff background screenings and other documents required for implementing scope of work under the Contract.

The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records through a proper accounting system, in accordance with generally accepted proper accounting standards which sufficiently and properly reflect all revenues and expenditures of funds as well as other matters required to be documented and retained under this Contract. The CONTRACTOR may contract for general accounting functions with a third party; however, such contract or agreement shall specify that the COALITION will have immediate accessibility to all records and documents and that the vendor or subcontractor must adequately maintain, secure and protect confidential data.

2. 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 to 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.
3. Pursuant to 2 CFR § 200.336, *Access to Records*, the CONTRACTOR agrees to provide access to the COALITION, OEL, the Florida Department of Financial Services (“DFS”), the Florida Auditor General, the Federal Health and Human Services (“HHS”) Inspector, Inspector Generals of federal and state (Florida) agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, data, records or other information including electronic storage media of the CONTRACTOR. The right also includes timely and reasonable access to the CONTRACTOR’S personnel for the purpose of interview and discussion related to such documents. The rights of access in this Section E of this Contract are not limited to the required retention period but last as long as the records are retained by the CONTRACTOR, its agents, its representatives, its subcontractors, its subrecipients or its vendors. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and the transfer of any records or documents at no additional cost or expense to the COALITION, 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.

4. 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 at no additional cost or expense to the COALITION, 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. The right of access as stated in this Section E of this Contract is not limited to the required retention period but last as long as the records are retained by the CONTRACTOR, its agents, its representatives, its subcontractors, or its vendors.
5. 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 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 CFR § 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.
7. The CONTRACTOR shall comply with the records retention requirements in Florida. The General Records Schedule GS1-SL for State and Local Government Agencies includes the following requirements:

This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received. The length of retention for these records in Florida is five (5) years after the completion of the Contract, provided applicable audits have been released. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

The CONTRACTOR shall retain and maintain all CONTRACTOR’S accounts, records, financial records, supporting documents, statistical records and any other supporting documents or expenditures (including electronic storage media) for the scope of work under the Contract pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five (5) years from the submission date of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the agreement, whichever occurs last. Said procedures and practices shall be

in a manner that sufficiently and properly reflects all revenues and funds. All records will be made available to the COALITION, OEL, or their designee upon request.

8. The CONTRACTOR shall develop a procedure to maintain all personnel information relating to employee records and other supporting documentation for a minimum period of five (5) fiscal years after the employee's separation or termination of employment. Employee records include, but are not limited to, employment applications, résumés, personnel action reports, correspondence, fingerprints, background screenings, educational background, performance evaluation reports, workers' compensation reports, copies of I-9 forms, benefits records, work schedules/assignments, training records, emergency contact information, and other related materials. The CONTRACTOR shall retain any records needed beyond the stated retention to calculate postemployment benefits.
9. The CONTRACTOR shall require that its agents, subrecipients, vendors and subcontractors follow the same terms and conditions contained in **Section E** of this Contract. The CONTRACTOR shall require its subrecipients, vendors and subcontractors to enter into and use appropriate nondisclosure agreements as necessary to maintain the data's confidentiality and security. The CONTRACTOR shall also require individuals who have access to such data to complete an individual nondisclosure form that the CONTRACTOR or its, agents, subcontractors, subrecipients or vendors shall maintain on file.
10. The CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts, assignments or third-party agreements that concern this Contract.
11. The CONTRACTOR shall submit a financial risk management plan, which addresses risk, including but not limited to internal risk (internal fraud/errors/omissions) and external risk (bank failure, ecommerce hacking, etc.) within thirty (30) days of the Commencement Date of this Contract. The CONTRACTOR'S plan should include traditional forms of risk management, such as purchased insurance, bonds, as well as measures taken with external relationships (such as treasury management, online resources and security). The COALITION requires that the CONTRACTOR shall obtain, maintain, and submit evidence of certificates of insurance, or evidence of external relationships, as applicable, during the Term of the Contract.

F. Use and Expenditure of Funds by the CONTRACTOR

Inspection, Review and Reporting of Expenditures and Costs to the COALITION

1. In order for the COALITION to effectively administer and safeguard the effective use of state and federal funds for the early learning programs connected with this Contract, the COALITION, its employees, its authorized agents (i.e. vendors and subcontractors) and federal and state officials shall have the right to inspect any records, papers, documents, facilities, goods, and services of the CONTRACTOR that concern or are related to this Contract. The COALITION shall also have the right to interview any clients, employees, agents, subcontractors, subrecipients, vendors, and participants of the early learning programs administered, implemented, or overseen by the CONTRACTOR to assure that: (1) the funds received from the COALITION are being expended in accordance with this Contract and (2) that the services and/or work are being delivered by the CONTRACTOR, its agents, its contractors, its vendors, its subrecipients, or its subcontractors is of sufficient quality pursuant to the requirements of this Contract and (3) that the CONTRACTOR'S work and/or services as set forth in this Contract are being delivered, administered, or overseen in compliance with applicable federal and Florida statutes, rules and regulations. Except in the case of an emergency, such inspection shall be done during regular business hours upon reasonable notice to the CONTRACTOR and with the

cooperation of the CONTRACTOR, the CONTRACTOR'S fiscal agent, its service provider or if applicable, its subcontractor, subrecipient, or vendor, so as not to disrupt services.

2. Following an inspection, the COALITION shall deliver to the CONTRACTOR a written report of its findings. The CONTRACTOR shall be requested to develop a corrective action plan for any deficiencies noted and said corrective action plan must be approved in writing by the COALITION. The CONTRACTOR hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan as approved by the COALITION.
3. The CONTRACTOR shall include the requirements for inspection as required by this paragraph in any subcontractor agreements, vendor agreements, rate agreements, or certificate/voucher agreements, if applicable.
4. Upon the COALITION'S final determination of overpayments or disallowed costs under federal or state law, regulation or rule, the CONTRACTOR shall return to the COALITION or its designated agent, any overpayment or disallowed costs, whether reimbursed, paid or advanced, under federal and/or state law, regulation or rule, which is paid by the COALITION contrary to the terms and conditions of this Contract. Overpayments and disallowed costs shall be paid within thirty (30) calendar days (or other timeframe in accordance with OEL Program Guidance No. 240.01) of issuance of written notice by the COALITION or from discovery by the CONTRACTOR. Should repayment not be made in a timely manner, the COALITION shall be entitled to charge a lawful rate of interest on the outstanding balance. Refunds should be sent to the COALITION, made payable to the "Early Learning Coalition of Broward County, Inc."
5. The COALITION reserves the right, upon written notice, to withhold funds, in whole or in part, for non-performance or non-compliance with terms and conditions of this Contract, or state and/or federal regulations until such time the COALITION determines that the CONTRACTOR has corrected its performance and is in full compliance with this Contract. In the event the CONTRACTOR has contracted with a subcontractor, agent, subrecipient, vendor, or contractor, whether in whole or in part, to perform and/or deliver the scope of work as set forth in **Section A** of this Contract, such withholding of funds as stated herein shall apply to those services that have been contracted out to those entities. Written notice shall be delivered in accordance with **Section DD** of this Contract

The COALITION'S written notice shall detail the COALITION'S findings of non-performance or non-compliance as well as the timeliness for submitting a corrective action plan for review and approval by the COALITION as well as correcting the deficiencies set forth in the COALITION'S findings. In order to ensure funds are not withheld, the CONTRACTOR shall respond to the notice within thirty (30) days if said notice is silent on a timeline for response or the timeline specified by the COALITION, whichever is earlier, and provided a corrective action plan that addresses all of the noted deficiencies. If the CONTRACTOR'S corrective action plan is approved by the COALITION, the CONTRACTOR shall implement the corrective action plan within the timeframe prescribed by the COALITION. Failure to respond in writing and submit a subsequent corrective action plan within (30) days if the COALITION'S notice is silent on a timeline for response, or other timeline specified by the COALITION, whichever is earlier, may lead to funds being withheld from the CONTRACTOR. Failure to comply with a corrective action plan may be considered an "Event of Default" as set forth in **Section Z** of this Contract and may also lead to the termination of this Contract as set forth in **Section BB** of this Contract. The COALITION shall be the final authority regarding the validity of deficiencies pursuant to properly submitted corrective action plan. Once the COALITION determines that the corrective action has been successfully implemented and the CONTRACTOR is in compliance with the Contract, the COALITION will re-instate the funds previously withheld by the COALITION. The CONTRACTOR may be required by the COALITION to submit an inspection and file a

corrective action plan with the COALITION in response to an incident or grievance regarding the work and/or services of the CONTRACTOR, its subcontractors, and/or its agents under this Contract.

Allowable Use and Expenditure of Costs by CONTRACTOR

6. The CONTRACTOR may only expend funds for allowable costs under this Contract and such costs and expenditures shall be set forth in a cost allocation plan provided to the COALITION by the CONTRACTOR within 30 days of the Commencement Date of the Contract. The COALITION will provide guidance as to the creation of the cost allocation plan prior to its due date.
7. All expenses including but not limited to supplies, equipment, training materials, and travel costs incurred in connection with this Contract are deemed to be included in the project cost of each deliverable and shall not be otherwise compensated.
8. Section 112.061, Florida Statutes., specifies in what manner the CONTRACTOR may reimburse all travel-related costs CONTRACTOR'S governing board members, employees, agents or subcontractors incur. The statute allows costs for preapproved, reasonable and necessary per diem allowances and travel expenses. The CONTRACTOR shall reimburse such costs at the standard travel reimbursement rates that s. 112.061, Florida Statutes, establishes, using DFS-approved travel forms, policy and guidance and shall comply with all applicable federal and state requirements. The COALITION requires travel reimbursements be submitted within five (5) days of the travel event.
9. The State of Florida Reference Guide for State Expenditures, which includes all grant funds, prohibits, unless expressly provided by law, expenditures from program funds for the following items:
 - Congratulatory telegrams.
 - Flowers or telegraphic condolences.
 - Entertaining visiting dignitaries.
 - Refreshments such as coffee and doughnuts.
 - Decorative items (e.g., globes, statues, potted plants, picture frames).
 - Greeting Cards: Per Section 286.27, Florida Statutes.
 - Purchase or lease of motor vehicles per Section 286.14(3), Florida Statutes.
10. The CONTRACTOR may not expend funds appropriated for the SR Program, including matching funds, for the purchase or improvement of land; for the purchase, construction or permanent improvement of any building or facility; or for the purchase of buses.
11. In accounting for and expending grant funds, the CONTRACTOR may only charge expenditures if they are:
 - (a) In payment of obligations incurred during the Term,
 - (b) In conformance with the approved contractual services,
 - (c) In compliance with all applicable statutes and regulatory provisions,
 - (d) Costs that are allocable to a particular cost objective as set forth in the Contract,
 - (e) Spent only for reasonable and necessary costs of the scope of work as set forth in the Contract, and;
 - (f) Not used for general expenses required to carry out the scope of work for another program.
12. The CONTRACTOR shall comply with 45 CFR §75.438 and 2 CFR §200.438 which disallows entertainment costs, including amusement, diversion, and social activities and any costs directly

associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).

13. Except as otherwise provided by law, the CONTRACTOR may not use state, federal or local matching funds directly or indirectly to pay for meals, food or beverages for CONTRACTOR board members, CONTRACTOR employees or for subcontractor or vendor employees (See Section 1002.83(12), Florida Statutes).
14. The CONTRACTOR, if having first obtained written approval by the COALITION shall comply with the terms of Section 216.345, Florida Statutes, and 2 CFR §75.454, *Memberships, subscriptions, and professional activity costs*, when incurring costs related to paying membership dues, subscriptions and licensing fees. Payment information, which must contain a statement that the records of memberships, subscriptions or licenses for which the CONTRACTOR paid, maintained at the CONTRACTOR shall be public records pursuant to Section 119.01(3), Florida Statute. The organization paid must provide this statement. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs funded by the COALITION. Notwithstanding the foregoing, costs related to paying membership dues, subscriptions and licensing fees shall not be allowable under this Contract unless approved in writing by the COALITION.

G. Invoicing

Invoicing for the CONTRACTOR'S services shall be made in accordance with the terms specified in **Attachment I** of this Contract. If **Attachment I** of the Contract is silent as to invoicing, whether in whole or in part, then invoicing shall be done in accordance with this **Section G** of the Contract. 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. All invoices or other compensation for services or expenses under this Contract must be submitted to the COALITION in detail sufficient for a proper preaudit and post-audit thereof. The CONTRACTOR shall comply with the 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.

The CONTRACTOR shall submit to the COALITION a monthly invoice, inclusive of all actual expenditures for the month, with the corresponding general ledger of program deliverables to be completed by the **10th calendar day** of each month. Source documentation to support allowable costs must be available for onsite monitoring. Source documentation may include, but is not limited to, cancelled checks, paid bills, payroll, time and attendance records, contract and sub-grant award documents, and reports. The CONTRACTOR recognizes that payment for any expenditure, for work performed within the first eleven (11) months of this Contract, but submitted more than **45 calendar days** following the end of the month such expenditure was incurred is subject to approval/rejection by the COALITION.

All expenditures submitted for reimbursement shall be reconciled to the CONTRACTOR'S accounting system and supportive detail for all expenditures shall be maintained. Supportive detail shall include an audit trail linking all reimbursement transactions to the CONTRACTOR'S general ledger and shall be identified by the appropriate program and Other Cost Accumulator ("OCA"). The COALITION may monitor this Contract by validating invoices in relationship to services provided and reviewing the records and contracts related to those invoices.

The CONTRACTOR shall submit the final invoice for payment to the COALITION no later than forty (40) calendar days after this Contract ends or is terminated, whichever is earlier. If the CONTRACTOR fails to do so, all rights to payment are forfeited and the COALITION shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the CONTRACTOR and necessary adjustments thereto have been approved by the COALITION.

H. Recording of Property for Inventory Purposes and Nonexpendable Property

1. Pursuant to 69I-72.002, F.A.C., all tangible personal property with a value or cost of \$1,000.00 or more and having a projected useful life of one (1) year or more shall be recorded in the state's financial system as property for inventory purposes. Any hardback book with a value or cost of \$25.00 or more and having a useful life of one (1) year or more that is circulated to students or the general public, and any hardback book with a value or cost of \$250.00 or more that is not circulated shall be recorded in the state's financial system as property for inventory purposes. "Cost" is used if the property is purchased and represents the purchase price of the property item; "value" is used if the property is donated and represents the fair market value of the property item at the date of donation. The term "nonexpendable property" shall include all tangible personal property and books, which meet the criteria, set forth in rule 69I-72.002, F.A.C. Property shall not be purchased with program funds without prior written approval from the COALITION.
2. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract in accordance with COALITION procedure or protocol, 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.
3. At no time shall the CONTRACTOR dispose of non-expendable property purchased with the COALITION'S funds under this Contract for these services without the written permission and instruction from the COALITION.
4. Immediately upon discovery, the CONTRACTOR shall notify the COALITION, in writing, of any nonexpendable property loss with the date and reason(s) for the loss.
5. The CONTRACTOR shall be responsible for the correct use of all nonexpendable property furnished under this Contract. Contingences such as liens or other liabilities shall not be placed on assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
6. A formal Contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved Contract budget.
7. Title (ownership) to all property (not limited to purchases exceeding \$1,000) and including all computer hardware and software acquired with funds from this Contract shall be vested in the COALITION and said property shall revert to the COALITION upon completion or termination of this Contract unless otherwise authorized in writing by the COALITION. In addition to the nonexpendable property identified above, the CONTRACTOR shall maintain a separate list of property that has a useful life greater than one year that shall be returned to the COALITION upon termination of this Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, cameras, computers, printers, facsimile equipment, copiers, books, and other property that

represent resources that are not categorized as office supplies or depleted as such.

8. The CONTRACTOR shall also comply with Chapter 274, Florida Statutes as it pertains to any tangible personal property acquired or paid for with funds from the COALITION.

I. Sponsorship/Public Announcements

1. The CONTRACTOR sponsors a program financed wholly or in part by state funds or funds from a state agency, including any funds obtained through this Contract or directly from the COALITION, the CONTRACTOR shall comply with Section 286.25, Florida Statutes, as the same may be amended from time to time, shall in publicizing, advertising, or describing the sponsorship of the program, state the following: "Sponsored by (CONTRACTOR'S name), Early Learning Coalition of Broward County, Inc. and "The Office of Early Learning" If the sponsorship reference is in any written material, the words "Early Learning Coalition of Broward County, Inc." and "The Office of Early Learning" shall appear in the same size letters or type as the name of the CONTRACTOR.
2. CONTRACTOR shall only use COALITION and/or OEL logos that have been approved by COALITION and/or OEL. This **Section I** of the Contract does not apply to CONTRACTOR logos. The CONTRACTOR shall update electronic COALITION and/or OEL logos used locally in electronic materials to the current COALITION and/or OEL-released logo within sixty (60) calendar days of release with the exception of the electronic COALITION and/or OEL-related logos embedded in the COALITION and/or OEL-approved system software. CONTRACTOR shall notify the COALITION in writing of any circumstances resulting in a delay in updated logo implementation.
3. The CONTRACTOR agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with state or federal funds, all agents, contractors, subcontractors, subrecipients or vendors of the CONTRACTOR receiving state or federal funds as a consequence of this Contract, the CONTRACTOR shall comply with Public Law ("P.L.") 103-333, Section 508 and shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and the percentage, and (3) dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

J. Public Entity Crime

1. Convicted Vendor List

Sections 287.133(3)(a) and (b), Florida Statutes, state that a person or affiliate on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity to construct or repair a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not receive or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

By execution of this Contract, the CONTRACTOR acknowledges that it and any subcontractors, vendors or subrecipients receiving early learning program funds through the CONTRACTOR is operating in compliance with this **Section J** and the CONTRACTOR and any subcontractors, vendors or subrecipients are not disclosed on the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it must inform COALITION immediately upon any change of circumstances regarding this status and will complete the

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

2. Discriminatory Vendor List

The CONTRACTOR must attest to compliance with Section 287.134(2) (a), Florida Statutes. In accordance with Section 287.134(2)(a), Florida Statutes, an entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity (See Section 287.134(3)(a), Florida Statutes). By signing this Contract, the CONTRACTOR hereby assures, through the duly-appointed authorized representative, that neither it, nor any CONTRACTOR person or affiliate, has been placed on the convicted vendor list or discriminatory vendor list which can be found on the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it must inform the COALITION immediately upon any change of circumstances regarding this status and will complete the required certification disclosures as directed by the COALITION.

3. Scrutinized Company List

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

Any contract the CONTRACTOR enters into or renews on or after July 1, 2018, for goods or services of \$1 million or more, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. See s. 287.135(3) (b), Florida Statutes. Further, all contracts the CONTRACTOR enters into or renews on or after July 1, 2018, must also contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In accordance with the provisions of Sections 287.135(3) and 287.135(5), Florida Statutes, the CONTRACTOR, by signing this Contract, hereby certifies that the CONTRACTOR and any actively-contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria and is not participating in a boycott of Israel.

The CONTRACTOR further acknowledges and agrees that the COALITION may immediately terminate this Contract for cause if the CONTRACTOR is found to have submitted a false certification or if the CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of this Contract.

4. 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 with a third party, 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 II** 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 agents, its subcontractors, its subrecipients or its vendors have been found to have entered a false certification, has not provided a certification or verification as stated in this **Section J**, 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 J**, 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 BB** of this Contract.

K. Personnel

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon scope of work required by this Contract as set forth in **Attachment I** to this Contract. The CONTRACTOR shall furnish and maintain current organizational charts listing positions that affect the COALITION'S business operations and lines of authority for each service component or deliverable identified in this Contract. The COALITION must be notified in writing within twenty-four (24) hours of changes to the organizational structure that affects the operation of the COALITION'S services or the Contract, whichever is applicable. Such notification must detail how this change affects services provided through this Contract. The CONTRACTOR will also comply as applicable with the personnel cost-time distribution requirements as set forth in the Grant Agreement. The CONTRACTOR shall ensure that staffing patterns and staff qualifications maintain an adequate administrative organizational structure and support staff sufficient to provide the services described herein, including backup plans when turnover occurs, with the capacity to provide services in English, Spanish, Portuguese, and Creole. The CONTRACTOR shall serve customers in their preferred language and be culturally sensitive to all callers. When a staff person is not available who speaks the customer's preferred language, an effort must be made to utilize a translation service. The CONTRACTOR shall submit and maintain personnel job descriptions that reflect the ability of the CONTRACTOR to fulfill the service obligations under the Contract, ensuring that all staff and any subcontractor staff are appropriately qualified based on the job descriptions that have been previously approved by the COALITION.

All personnel working on the Contract shall be specified in **Attachment I** of this Contract and shall be considered essential to the work to be performed by the CONTRACTOR and will be identified as "key personnel". In the event of a proposed change to such key personnel through substitution,

removal 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, within five (5) business days of the effective date of the proposed change. Changes in key personnel may include but it is not limited to resignations, demotions, promotions, transfers, 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 at no cost and expense to the COALITION and that the vendor must adequately maintain, secure and protect confidential data.

The CONTRACTOR shall provide and/or ensure continuous quality improvement training to 100% of staff. The CONTRACTOR shall ensure that ongoing training and quality assurance is conducted with staff as required by the requirements of the Contract. The CONTRACTOR shall ensure that all CONTRACTOR staff as well as all subcontractor, subrecipient, vendor, agent staff, whichever is applicable, are appropriately qualified, license and/or certified to meet the requirements to deliver or perform the scope of work as identified in **Section A** of this Contract as well as any other applicable state, federal and local statute, code, rule, and regulations.

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 or vendor agreements or contracts a requirement that the subcontractor or vendor 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, vendor, agent or subrecipient 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 agent, subrecipient, subcontractor or vendor 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), its agents, its vendors or its subrecipients, whichever is later. The CONTRACTOR shall obtain from its subcontractor(s), agent(s), subrecipients(s) or vendor(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 subcontractor's agents, subrecipients or vendors 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 statutes 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 BB** of this Contract.

The CONTRACTOR shall base charges to federal projects for personnel costs, whether treated as direct or indirect costs, on payrolls documented in accordance with generally accepted practices from and approved by a responsible official(s) of the CONTRACTOR. Such generally accepted practices must comply with the instructions provided by the COALITION. When employees work on multiple

activities or cost objectives (e.g., more than one federal grant program, a federal grant program and a non-federal grant program, an indirect cost activity and a direct cost activity, two or more indirect activities that are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

1. Reflect an after-the-fact distribution of the actual activity of each employee.
2. Account for the total activity for which each employee is compensated.
3. Prepared at least monthly and must coincide with one or more pay periods.

Signed by the employee and/or supervisor that has first-hand knowledge of the employee's performed tasks.

The CONTRACTOR or its agent shall agree to notify CareerSource of all entry level employment opportunities associated with this Contract.

L. Relationship of Parties and Independent Contractor Status

In the CONTRACTOR'S performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times acting and performing as an independent contractor. The COALITION shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this Contract and by law. Nothing in this Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Except as provided for in this Contract, each party shall be solely and entirely responsible for its individual acts and the acts of its agents, officers, directors, employees and servants during the performance of this Contract. No party is in any way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any party unless the same is provided for pursuant to the terms and conditions this Contract.

In addition, the CONTRACTOR is solely responsible for the payment of any local, state and federal income, social security and unemployment taxes for CONTRACTOR for purposes of any applicable tax laws and associated filings. Except as stated in the Contract, the CONTRACTOR hereby confirms to the COALITION that the COALITION will not be required to furnish or provide any training to the CONTRACTOR to enable the CONTRACTOR to perform, deliver and/or provide the Scope of Work required hereunder. Except to the extent that the scope of work as set forth in **Section A** of this Contract must be performed utilizing the COALITION'S or OEL's computers, servers, electronic network (i.e. internet, webpage, cloud etc..) or software, the CONTRACTOR shall supply all materials used or needed in providing the scope of work as set forth in **Section A** of this Contract. In the event the scope of work as set forth in **Section A** of this Contract requires use or access to COALITION equipment and resources (i.e. copy machines, phones, fax machines, jump drives, mobile devices, computers, virtual portals, websites, etc..), the CONTRACTOR shall use such resources in compliance with the COALITION'S policies and procedures and in accordance with applicable federal and/or Florida law and such use shall be strictly contained to the scope of work as set forth in **Section A** of this Contract. If there is a change in ownership of the CONTRACTOR the CONTRACTOR must notify the COALITION no later than twenty-four (24) hours of learning of the potential change in ownership and describe the circumstances of such change and indicate when the change is likely to occur.

M. Indemnification and Limitation of Liability of COALITION

To the extent permitted by law, the CONTRACTOR shall be liable for, indemnify, defend, and hold the COALITION and its directors, its officers, its agents, and its employees harmless from all claims, suits, liens, judgments, actions, proceedings, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the CONTRACTOR, its directors, its agents, its officers, its subcontractors, its vendors, its

subrecipients, its contractors, or its employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained to any person or tangible or intangible property.

To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION'S claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION. The CONTRACTOR'S inability to evaluate its liability or its evaluation of liability shall not excuse the CONTRACTOR'S duty to defend and to indemnify within seven (7) business days after notice by the COALITION by certified, express or overnight mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the CONTRACTOR not liable shall excuse performance of this provision. The CONTRACTOR shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by the COALITION. The COALITION'S failure to notify the CONTRACTOR of a claim, suit, judgment, lien, action, proceeding, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses shall not release the CONTRACTOR from these duties. The CONTRACTOR shall not be liable for the negligent or intentional acts or omissions of the COALITION.

The parties agree that such indemnification obligations shall survive the expiration or termination of this Contract. The parties acknowledge that if the CONTRACTOR is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as the same may be amended from time to time, CONTRACTOR agrees to be fully responsible for acts and omissions of its agents, subcontractors, vendors, subrecipients, contractors, or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable pursuant to law. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract or any other contract.

If a court of competent jurisdiction or an arbitrator holds the COALITION liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited as provided in Section 768.28, Florida Statutes and/or any other applicable Florida or federal statute. This provision shall not be construed as a waiver of any right or defense that the COALITION may possess under this Contract or pursuant to applicable Florida and federal law. The COALITION specifically reserves all rights and remedies as against any and all claims that may be brought as a result of this Contract.

The obligations and requirements of this **Section M** shall survive the expiration or termination of this Contract, whichever is applicable.

N. Insurance Requirements for Contractor and Continuity Of Operations Plan

1. Liability Insurance

The CONTRACTOR shall have and will continuously maintain all other types of insurance as required by law and under this Contract which includes but is not limited to liability insurance coverage, whichever is applicable, 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 and required financial protection for the CONTRACTOR and the clients of the COALITION 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 Contract. A self-insurance program established and operating under the laws of the State of Florida may provide the coverages as set forth herein so long as such program meet the requirements of the Contract and such coverages are in sufficient amounts and coverages as required by the Contract. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

2. Worker's and Unemployment 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, during the Term 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.

3. 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.

4. Insurance Requirements

The CONTRACTOR shall not commence any work in connection with this Contract until the COALITION has approved its insurance coverage(s). 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.

In the event that any of the coverages described in this **Section O** of the Contract is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation or, in the case of a state agency or subdivision of the State of Florida, 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 days after the cancellation of coverage or in the case of a state agency or subdivision of the State of Florida, failure to adequately self-insure. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request 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. In accordance with 2 CFR §200.310, *Insurance Coverage*, the CONTRACTOR shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds.

The CONTRACTOR shall ensure that its contractors, subcontractors, its agents, its vendors and its subrecipients shall meet the insurance requirements of this **Section O** of this Contract as applicable.

5. Continuity of Operations Plan

The CONTRACTOR shall provide a Continuity of Operations Plan (“COOP”) to the COALITION within thirty (30) days of the Commencement Date of the Contract. The CONTRACTOR shall be required to update the COOP as needed or as requested by the COALITION during the Term of this Contract. The disaster-preparedness plan must outline a comprehensive and effective program to ensure continuity of essential state functions under all circumstances. The plan must identify a baseline of preparedness for a full range of potential emergencies to establish a viable capability to perform essential functions during any emergency or other situation that disrupts normal operations. The plan also must include, at a minimum, the following elements: identification of essential functions, programs, and personnel; procedures to implement the plan and personnel notification and accountability; delegations of authority and lines of succession; identification of alternative facilities and related infrastructure, including those for communications; identification and protection of vital records and databases; and schedules and procedures for periodic tests, training, and exercises.

O. Performance Bond

The CONTRACTOR shall furnish a performance bond from a financially sound and responsible insurance company to protect the COALITION from any losses in the event of default by the CONTRACTOR. The bond shall be in the amount of \$0. In lieu of a performance bond, the CONTRACTOR may furnish the COALITION with an irrevocable standby letter of credit acceptable to both the COALITION AND the CONTRACTOR. The CONTRACTOR shall post one form of security under this **Section O** of this Contract, which shall apply to all of the contracts and subsequent amendments entered into between the CONTRACTOR and the COALITION with a term beginning July 1, 2019 and ending June 30, 2021. Other than the performance bond related to this Contract or service procurement requirements and specifications, a separate form of security is not required for multiple contracts that may have been awarded to the CONTRACTOR. In addition to the requirements established through a procurement process, if a performance bond is furnished, said bond shall be forfeited in an Event of Default as defined in **Section Z** of this Contract. If a letter of credit is furnished to the COALITION instead of a performance bond, the COALITION shall be authorized to draw on the Letter of Credit in an Event of Default.

P. Confidential Information and Public Records

Each party to the Contract may have access to certain “confidential information” as defined by federal and state statutes and codes collected or maintained by the other party. “Confidential information” shall also be considered any records, data or other information that relates or concerns, whether directly or indirectly, to the COALITION, its agents, its representatives, its governing authority, regarding any statistical, business or technical research, development, trade secrets, drawings, business models, manuals, presentations, notebooks, notes, processes, formulae, specifications, programs, software packages, technical know-how, methods, procedures of operation, business or confidential plans or other information that are considered “proprietary information” or a “trade secret” or that meet a statutory public disclosure exemption pursuant to applicable federal and state law. 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 agents, contractors, subcontractors, vendors 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, which include but are not limited to 2 CFR §200.337, Restrictions on public access to records, and 2 CFR §200.82, Protected Personally Identifiable Information (PII), 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 shall further comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d {"HIPAA"} and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all (collectively referred to herein as "HIPAA Requirements"). The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or individual identifiable Health Information (as defined in 42 U.S.C. § 1320d), other than as permitted by the HIPAA Requirements or the terms of this Contract.

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 or as authorized in writing by the COALITION, whichever is applicable. 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 and the CONTRACTOR'S location. The CONTRACTOR, including its employees, subcontractors, vendors, agents, subrecipients, contractors 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 without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 <http://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf>. Failure to strictly comply with this provision shall constitute a breach of this agreement's terms.

The CONTRACTOR shall immediately notify the COALITION, but in no event more than one (1) day after receipt of a request, whether verbal or in writing, of any non-media public records requests directed to the CONTRACTOR regarding the Contract or the scope of work being delivered or

performed by the CONTRACTOR under the Contract. The CONTRACTOR shall forward the public records request in writing to the COALITION in order for the COALITION to review and handle the request as well as to determine their exempt or confidential nature as it pertains to public disclosure. If the COALITION determines that the all or part of the requested records must be disclosed to the public and said records are in the possession of the CONTRACTOR, the COALITION shall either direct the CONTRACTOR to disclose those non-exempt, non-confidential records to the party requesting said records, or shall disclose those records on its own accord. If the CONTRACTOR believes that the records to be disclosed are or contain confidential information and are either the exclusive property of the CONTRACTOR or another third party, the CONTRACTOR shall identify as well as provide an adequate explanation or description regarding the exempt, confidential or proprietary nature of records or information to the COALITION prior to the disclosure and release of said records so that the COALITION, if it is in agreement with CONTRACTOR, may provide sufficient justification for the withholding of the disclosure of the records to the requestor. The COALITION may direct the CONTRACTOR to redact records containing confidential information. In the event CONTRACTOR believes it must disclose the confidential information to comply with applicable law and such disclosure is being made to comply with a court order or a federal/state agency directive, CONTRACTOR will notify the COALITION in writing prior to said disclosure so that the COALITION may review and challenge such disclosure in a court of competent jurisdiction or by agency appellate proceeding.

The CONTRACTOR shall also maintain records obtained or created pursuant to this Contract in accordance with the applicable federal and state statutory records retention requirements, which include, but are not limited to Section 119.0701(2) (b) and Chapter 1002, Florida Statutes, if the COALITION has decided to not retain said records. The CONTRACTOR will cooperate to facilitate transfer, duplication and/or destruction of any records or documents upon the request of the COALITION. The CONTRACTOR will also cooperate with the COALITION to facilitate the disclosure, transfer, destruction and/or distribution of records, information, and data as set forth herein and as requested by the COALITION to those persons or entities that are entitled pursuant to federal or Florida law to said disclosure and distribution at no costs and expense to the COALITION

The CONTRACTOR shall notify the COALITION in writing of any Security Incident or Breach which it becomes aware by its employees, contractors, subcontractors, subrecipients, vendors, agents or representatives. As defined in Section 282.0041, Florida Statutes, "Security Incident" shall mean, for purposes of this Contract, a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing that a specific incident is about to occur. In addition, as further defined in Section 282.0041, Florida Statutes, "Breach" shall mean, for purposes of this Contract, a confirmed event that compromises the confidentiality, integrity, or availability of information or data. 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 any breach of security of confidential personal information as well as complying with any applicable notice and reporting requirements and the CONTRACTOR understands that the CONTRACTOR for this purpose will be considered a third-party agent as referenced in this statutory section. As defined in Section 501.171, Florida Statutes "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 the agreement or subject to further unauthorized use.

The CONTRACTOR shall also immediately notify the Office's Inspector General and Information Security Manager as well as the COALITION of any Security Incident, Breach or Breach of Security of which it becomes aware by its employees, subcontractors, agents, vendors, subrecipients,

contractors, or representatives. Notwithstanding requirements of Section 501.171(3), Florida Statutes, within 24 hours of a security incident or breach, the CONTRACTOR shall provide written notification to the Office's Inspector General and Information Security Manager and the COALITION that identifies 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 at no cost or expense to the COALITION.

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, contractors, agents, vendors, subrecipients 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 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 and shall be considered an "Event of Default" hereunder. The COALITION and/or any applicable government entity shall have the right to pursue any actions or remedies to secure said confidential information from disclosure, distribution and/or use by the CONTRACTOR or any third party.

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, Section 815.04, Florida Statutes (the Florida Computer Related Crimes Act) 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.

The obligations and requirements of this **Section P** shall survive the expiration or termination of this Contract, whichever is applicable.

Q. Information Technology and Systems Access and Security

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.

The CONTRACTOR shall comply with the Computer-Related Crimes Act, Chapter 815, and the Information Protection Act, Section 501.171, Florida Statutes, as the same may be amended from time to time, and shall demonstrate due diligence in safeguarding the CONTRACTOR'S information resources by establishing policies and procedures for information systems security that contain criteria and standards as set forth in OEL Policy 5.02, Information Systems Security Program.

The CONTRACTOR shall have access to or provide, at its own cost and expense, unless otherwise agreed to by the Parties, the necessary electronic or information technology-related equipment, media, support, data and/or services, whichever is applicable, to conduct business including sufficient computer hardware, computer software, and internet/cloud services capabilities as well as any related support and maintenance to deliver or perform the services under this Contract which include but is not limited to adequately tracking client data, providing accurate invoices, producing accurate financial information, and generating timely reports as required under this Contract. Equipment (i.e. computers, software, etc...), media, programs, and services must be compatible with the Office of Early Learning, Department of Education Information Technology Resources as defined in Section 282.0041, Florida Statutes.

If the CONTRACTOR utilizes any computer or online internet storage or "cloud" systems or programs, whether through the CONTRACTOR, or a third party contractor or vendor for security, storage or maintenance confidential information and data, the CONTRACTOR shall ensure there are protocols and procedures in place, which include but is not limited to password protection, encryption, two-step authentication, or other online or portal security processes or protocols to protect and secure such information and data from any unauthorized or unapproved access, distribution, removal or alteration and that these policies, procedures and protocols at least meet the minimum requirements of state and federal law as well as those policies, procedures and protocols of the COALITION and this Contract.

The CONTRACTOR shall maintain equipment and services as required and agreed upon with the COALITION Contract Manager and under this Contract. The CONTRACTOR shall ensure compatibility with OEL and the COALITION'S information technology resources, as applicable and as defined in Section 282.0041(14) Florida Statutes. In the event there is a question as to whether an item is compatible, the COALITION shall be the final authority in making such determination.

The CONTRACTOR shall establish telephone service throughout Broward County, either through a local number or toll-free number and maintain a number of lines adequate to serve the needs of the public. The phone system must be able to record and track the number of unanswered or "dropped calls," service level, average speed to answer, abandoned rate, occupancy rate, and wrap up rate, etc.

The CONTRACTOR shall completely document the provision of services under this Contract to each of the COALITION'S client or providers through the use of the COALITION'S approved software or web/cloud-based services unless otherwise specified between the Parties.

The CONTRACTOR shall have and maintain a public-facing website. The CONTRACTOR'S website homepage shall clearly display contact information, including phone numbers, hours, of

operation. The CONTRACTOR will verify monthly that its contact information on its webpage is accurate. The CONTRACTOR shall notify the COALITION within of any changes or disruptions within, planned or otherwise, within (48) hours of said action if the website services any clients or providers of the COALITION.

The CONTRACTOR shall develop and implement specific protocols reflecting, at a minimum, the following protocols of the Florida's Office of Early Learning Policy 5.02, section 02: 4. Security Training and Awareness; 10. Contingency Planning; 12. Identification and Authentication; 16. Personnel Security; 22. Mobile Computing; 25. Remote Access; 30. Database Security; 31. Media Management; and 32. Password Management.

The CONTRACTOR'S agents, subcontractors, subrecipients, and vendors shall also be required to meet the requirements of this **Section Q** of the Contract as applicable

R. Incident Reporting

Any employee, agent, subrecipient, vendor 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 knows or 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. In addition, the CONTRACTOR shall notify COALITION staff promptly of any situation with a provider of early learning or childcare services that puts the health, safety or well-being of children in their care at risk. Notice of the aforementioned matters, situations and/or incidents as stated in this **Section R** of the Contract shall be provided in writing and by telephone and in no event shall such notice to the COALITION be provided later than twenty-four (24) hours of obtaining such knowledge or occurrence of the incident, whichever is earlier. This requirement to report abuse, neglect, abandonment, lack of supervision, lack of care, exploitation or situations in which the health, safety or well-being of children in the care of providers (child, service, community, home or otherwise) at risk shall apply to the CONTRACTOR, its employees, its agents, its subrecipients, its vendors and its subcontractors.

The CONTRACTOR further agrees to ensure that its employees, agents, vendors, subrecipients 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.

S. Intellectual Property Rights

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

That contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: [Rights to Inventions](#). If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the Contract, or in any way connected with early learning programs, the CONTRACTOR shall refer the discovery or invention to the COALITION.
4. Pursuant to Section 286.021, Florida Statutes, if the discovery or invention arises or is developed in connection with the use of state funds, the COALITION will refer it to the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the state of Florida.

5. Pursuant to Section 286.021, Florida Statutes, and subject to claims of the HHS, any and all copyrights accruing under or in connection with the CONTRACTOR'S execution of its duties under the Contract, funded by early learning program funds, are hereby reserved to the state of Florida.
6. Pursuant to 45 CFR §75.322, the HHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the Contract and any rights of copyright which the CONTRACTOR, its agents, its vendors, its subrecipients or subcontractors purchase with such federal funds.
7. Pursuant to 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 produced pursuant to this award, CONTRACTOR'S production of the deliverable(s), and the COALITION's use of the deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 USC Sections 102 – 105 and to each exclusive right established in 17 USC Section 106. In furtherance of this provision the CONTRACTOR additionally warrants the following:
 - a. As to each work of software or other "information technology," as defined in 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 other information technology, which was used to produce the deliverable(s).
 - b. As to each image and sound recording incorporated into a deliverable, the CONTRACTOR has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
8. 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.

The obligations and requirements of this **Section S** shall survive the expiration or termination of this Contract, whichever is applicable.

T. Cooperation

The CONTRACTOR agrees to fully cooperate with the COALITION, the OEL and any applicable state and federal authority regarding any fraud or other type of investigations. Cooperation shall include, but not be limited to the production of any requested documents and the commitment to make available any witnesses to testify when requested by the aforementioned entities. The obligations and requirements of this **Section T** shall survive the expiration or termination of this Contract, whichever is applicable.

U. Warrant of Ability to Perform

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR'S ability to perform under the Contract. The CONTRACTOR shall immediately notify the COALITION in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of the Contract. If

the COALITION learns of the existence of legal or financial conditions during the Term of the Contract, whether disclosed by the CONTRACTOR or independently discovered by the Coalition that causes the COALITION concern that the CONTRACTOR'S ability to perform the Contract is jeopardized, then upon written demand by the COALITION, the CONTRACTOR shall provide the COALITION in writing all reasonable assurances to demonstrate that the CONTRACTOR will perform the Contract in accordance with its the terms and conditions and the CONTRACTOR has not and will not engage in conduct in performing the services for the COALITION which is similar in nature to the conduct that is the subject of the legal or financial condition causing such concern.

If the COALITION, its sole and exclusive determination, is not satisfied that the CONTRACTOR has the ability to fully perform the Contract, the COALITION may declare an Event of Default and terminate the Contract pursuant to **Sections Z and BB** of the Contract.

V. Notification of Legal Action

The CONTRACTOR shall notify the COALITION of legal actions or potential actions, whether filed, served, taken or threatened against the CONTRACTOR, which would include, but not be limited to as lawsuits, claims, filings, special proceedings or other matters that are related to or arising from the services or work provided through or as a result of this Contract, or that may impact the CONTRACTOR'S ability to deliver the contractual services, or that adversely impact the COALITION and/or the recipients of the COALITION'S programs. The COALITION will be notified in writing within twenty-four (24) chronological hours of the CONTRACTOR becoming aware of such action or from the day of the legal filing of said action, whichever is earlier.

W. Assignments and Subcontracts

The CONTRACTOR agrees to neither assign or transfer the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract, whether in whole or in part, without prior express written approval of the COALITION. Any subcontract, sublicense, vendor agreement, assignment, or other transfer or arrangement otherwise occurring, without prior approval of the COALITION, shall be null and void as a matter of law or equity, whichever is applicable.

Assignments or Transfers by the Parties

The COALITION shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the CONTRACTOR and following appropriate State of Florida procedures. In the event the COALITION approves transfer or assignment of the CONTRACTOR'S obligations, the CONTRACTOR remains responsible for all work performed and all expenses incurred in connection with this Contract prior to the date of said assignment or transfer. In addition, this Contract shall bind the successors, assigns, and legal representatives of the CONTRACTOR and of any legal entity that succeeds to the obligations of the CONTRACTOR. The CONTRACTOR'S agreements and contracts with subcontractors, agents, vendors or subrecipients shall contain this Contract's special conditions and audit requirements if said contracts or agreements meet the monetary, programmatic or administrative thresholds per federal and state laws. It shall also be the responsibility to ensure that the CONTRACTOR'S subcontractors, agents, vendors, or subrecipients, as applicable, observe the same terms and conditions as contained in this Contract. The COALITION may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. The CONTRACTOR'S agreements or contracts with subcontractors, agents, vendors, or subrecipients, shall only include applicable scope of work provisions of this Contract the CONTRACTOR shall cooperate with such other contractors and the COALITION in all such cases.

Subcontractor, Agents, Vendors and Subrecipients

The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with any work performed or delivered by subcontractors, subrecipients, agents, and vendors who may be hired by the CONTRACTOR under this Contract. If the COALITION permits the CONTRACTOR to subcontract all or part of the work contemplated under this Contract, including but not limited to entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract or vendor arrangements shall be evidenced by a written document subject to prior review, comment and approval by the COALITION. The CONTRACTOR further agrees that the COALITION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The CONTRACTOR, at its expense, shall defend the COALITION against such claims. No subcontract or vendor agreement, which the CONTRACTOR enters into with respect to performance under this contract resulting, shall in any way relieve the CONTRACTOR of any responsibility for the delivery and/or performance of its duties under the Contract. Payments to subcontractors, subrecipients, agents or vendors shall be made by the CONTRACTOR unless otherwise specified by the Parties. No payments to the CONTRACTOR, with the respect to any subcontracts or vendor agreements will be processed until all subcontracts or vendor agreements are approved, in writing, by the COALITION prior to the commencement of any services or work thereunder.

Any subcontractors, subrecipients, agents or vendors to the CONTRACTOR shall be required to abide by this **Section W** of the Contract as a condition of the agreement between the subcontractor, subrecipient, agent or vendor and the CONTRACTOR. The COALITION shall notify the CONTRACTOR if, in the COALITION'S judgment, the CONTRACTOR or any of its subcontractors, vendors, agents or subrecipients are not maintaining staff sufficient to deliver the scope of work, whether in whole or in part, under this Contract, or if performance by certain staff is insufficient to deliver contracted services. Within two (2) business days after notification, the CONTRACTOR shall state in writing what, if any, actions shall be taken to address the concerns of the COALITION.

X. Amendments

The COALITION may at any time, with written notice to the CONTRACTOR, request changes within the general scope of this Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the COALITION. Any investigation necessary to determine the impact of the change shall be the responsibility of the CONTRACTOR. Modifications to provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by the authorized signatories for the COALITION and the CONTRACTOR as set forth in this Contract. The Parties agree to renegotiate and, if necessary, amend the Contract if there are revisions of any applicable federal and/or state statutes, rules, regulations, or any state governing agreements, which would include but not be limited to the Grant Agreement. The rate of payment and the total dollar amount may be adjusted retroactively to reflect changes in payment.

Y. Disputes

The COALITION'S Contract Manager shall be the first contact for dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the COALITION'S Contract Manager via phone or in person within forty-eight (48) hours of said contact shall be reduced to writing and delivered by certified mail or any expedited delivery service that provides verification of delivery to the COALITION'S office by the CONTRACTOR to the attention of the Contract Manager. Upon receipt of said correspondence, the Contractor Manager shall review the written dispute and deliver said written dispute to the Chief Executive Officer no later than forty-eight (48) hours after delivery of said written dispute. The COALITION'S Chief Executive Officer shall review

the written dispute and shall render a decision regarding said dispute, within ten (10) business days after receipt of the written dispute. The Chief Executive Officer shall deliver a written decision regarding the dispute to the CONTRACTOR and the COALITION'S Contract Manager. Except as provided for in the Contract, nothing herein shall preclude the CONTRACTOR from pursuing any available remedies at law or equity if dissatisfied with the COALITION'S decision. This section deals solely with disputes between the COALITION AND the CONTRACTOR only and is not intended to create any third-party beneficiary rights under the Contract in favor of any subcontractor, vendor, agent, or other service provider as those terms maybe defined under any applicable laws or policy and procedure of the COALITION. In the event there is a conflict between this **Section Y** and the policies and procedures of the COALITION as it pertains to dispute resolution between the COALITION and the CONTRACTOR, this section shall control. In the event there is a conflict between applicable federal and/or Florida statutes, rules and regulations and this **Section Y** as it pertains to dispute resolution between the COALITION and the CONTRACTOR, said applicable federal and/or Florida statutes, rules and regulations to the extent said conflict is strictly prohibited shall apply, in whole or in part, under those applicable statutes, rules and regulations. CONTRACTOR agrees to comply with, where applicable, the COALITION'S Grievance Policy and Procedures. The obligations and requirements of this **Section Y** shall survive the expiration or termination of this Contract, whichever is applicable.

Z. Default

Event of Default

In the event there is a breach of the terms and conditions of the Contract, said breach shall constitute an "Event of Default" hereunder. An "Event of Default" shall mean a breach via non-performance or non-compliance with the terms and conditions set forth in this Contract and the party's failure to cure said breach of the Contract as stated in this **Section Z** of the Contract after receipt of a "Default Notice" as also defined in this **Section Z** of this Contract.

Notice of Default

Except as stated in this Contract, the delivery of a notice of an "Event of Default" as defined in this **Section Z** of the Contract from a non-defaulting to the defaulting party under this Contract ("Default Notice") shall be done in accordance with **Section DD** of this Contract. The Default Notice shall specify the following:

- *Identify Contract Name and Number
- *Identity of Non-Defaulting Party
- *Identity of Defaulting Party
- *Date(s) of Event of Default Committed by Defaulting Party
- *Type of Default (monetary, performance, violation of law, etc.,) under the Contract
- *Reference to Section(s) of Contract violated as a Result of the Default
- *Effect of Default on Non-Defaulting Party
- *Detailing of Communications by Non-Defaulting Party to Defaulting Party (if any) prior to issuing Default Notice
- *Identification of Remedy and Deadline Date to Cure (if any or applicable) Default by Non-Defaulting Party
- *Actions of Non-Defaulting Party (if any) to Cure or Mitigate Default
- *Name and person to contact regarding Default Notice
- *Any other information relevant to Default Notice or Contract

Default by CONTRACTOR

In the event the CONTRACTOR creates an Event of Default as described under this **Section Z** of the Contract and fails to cure the Event of Default within the time frame as set forth in said breached

provision of the Contract or if no time frame has been established, within the time frame set forth by the COALITION, the COALITION may take one or more of the following contractual remedies or actions:

1. Temporary withhold cash payments pending the CONTRACTOR'S curing of the Event of Default.
2. Disallow (which means both the use of funds and any applicable matching credit) all or part of the cost of the activity or action that is in breach of the Contract.
3. Deduction in payment for untimely and/or incomplete delivery or performance of the scope of work.
4. Withhold further or future project or program awards.
5. Terminate this Contract as set forth in **Section BB** of this Contract.
6. Reimbursement to COALITION of Procurement Costs and Ineligibility to Procure with the COALITION. The COALITION will have the following remedies:
 - a. The CONTRACTOR will not be eligible for award of a contract by the COALITION until such time as the COALITION is reimbursed by the CONTRACTOR for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement. Reprocurement of substitute commodities or contractual services may be accomplished by first attempting to contract with the next eligible awardee under the original solicitation, when applicable. If the COALITION fails to contract with the next eligible awardee, it may continue in this manner sequentially through all eligible awardees until a vendor willing to perform at acceptable pricing under the solicitation's terms and conditions is found. Alternatively, the COALITION may elect to disregard previous solicitations, if any, and reprocure the commodity or contractual service pursuant to all applicable requirements of Chapter 287, Florida Statutes.
 - b. Until such time as the CONTRACTOR reimburses the COALITION for all reprocurement costs and the COALITION is satisfied that further instances of default will not occur, the CONTRACTOR shall not be eligible for award of a contract by the COALITION. To satisfy the COALITION that further instances will not occur, the CONTRACTOR shall provide a written corrective action plan addressing the original grounds for default.
7. Pursue those rights and remedies in law and equity available to the COALITION.

Default by COALITION

In the event the COALITION creates an Event of Default as described under this **Section Z** of the Contract, the CONTRACTOR sole and exclusive remedy shall be to terminate the Contract in accordance with **Sections BB (3)** and **BB (6)** of the Contract unless the CONTRACTOR requests and the COALITION agrees to cure or mitigate the Event of Default set forth in the CONTRACTOR'S Default Notice. Except as set forth in **Section BB(4)** of this Contract, if the Event of Default for the COALITION is based on payment to the CONTRACTOR and said payment to the CONTRACTOR is not in dispute between the Parties, would not be in violation of applicable federal and state law, and no prior Event of Default or Default Notice is pending or has been issued against the CONTRACTOR by the COALITION, the COALITION agrees to cure or mitigate any payment due and owing to the CONTRACTOR within a reasonable time period but in no event beyond contractually or statutorily allowed time frames, whichever is applicable.

Force Majeure

Except as set forth in **Section AA** of this Contract, a breach of the terms and conditions of the Contract shall not constitute an Event of Default if such failure of performance is caused by or is the result of causes beyond the reasonable control of either party due to any occurrence commonly known as force majeure as defined and set forth in **Section AA** of this Contract.

The obligations and requirements of this **Section Z** shall survive the expiration or termination of this Contract, whichever is applicable.

AA. Force Majeure And Notice Of Delay From Force Majeure

The COALITION and the CONTRACTOR agree and acknowledge that neither party shall be liable to the other for any delay, disruption, non-compliance or failure to perform under the Contract if such delay, disruption, non-compliance or failure to perform is neither the fault nor due to the negligence or intentional acts or omissions of the party, its employees or agents and said delay is due directly to acts of God (i.e. hurricanes, tornados, etc.), wars, acts of public enemies (including, but not limited to terrorist related activities), strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if there is no alternate source of supply.

In the event of a delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay, disruption, non-compliance related to the party's performance obligation under this Contract. If the delay, disruption, or non-compliance is excusable under this paragraph, the delay, disruption or non-compliance will not result in any additional charge or cost under the Contract to either party. In the case of any delay, disruption or non-performance that the CONTRACTOR believes is excusable under this paragraph, the CONTRACTOR shall notify the COALITION in writing of the delay, disruption or non-performance and/or the potential thereof within five (5) calendar days after the cause that creates or will create said delay, disruption or non-performance.

The foregoing shall constitute the CONTRACTOR'S sole remedy or excuse with respect to the delay, disruption or non-performance. The act of providing written notice to the COALITION in accordance with this section is a condition precedent to the exercise of such remedy. The COALITION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the CONTRACTOR of its decision in writing. The CONTRACTOR, other than for an extension of time, shall assert no claim for damages, against the COALITION. In addition, the CONTRACTOR shall not be entitled to an increase in the Contract price or payment of any kind from the COALITION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising from any delay, disruption, interference, non-performance or hindrance from any cause whatsoever.

If the performance of the CONTRACTOR is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR shall perform, in accordance with the terms and conditions of the Contract, at no increased costs unless the COALITION, in its sole discretion, determines that the delay, disruption or non-performance will significantly impair the value of the Contract to the COALITION, OEL, or the State of Florida, in which case, the COALITION may do any or all of the following:

1. Accept the allocated performance or deliverables from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COALITION with respect to products or services subjected to allocation;
2. Purchase from other sources (with recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, disruption or non-performance, which purchases may be deducted from the Contract funds; or

3. Terminate this Contract.

Notwithstanding the foregoing, the CONTRACTOR shall use every reasonable effort to adequately prepare for those matters that while considered "acts of God", occur with enough frequency either during certain time periods or events that would make said acts of God reasonably foreseeable (i.e. hurricanes between the months of June through November). For purposes of this paragraph, "preparation" shall mean the creation and implementation of policies and procedures for those acts of God that occur during certain times of the year, or events such as emergency preparedness. Failure to have sufficient policies and procedures in place for those reasonably foreseeable acts of God or other matters as stated above shall be determinative of whether or not the parties to this Contract shall be able to exercise the remedies as set forth herein.

BB. Termination

1. Delivery of Notice of Termination

Except as stated in this Contract, The delivery of a notice of termination to a party under this Contract shall be done in accordance with **Section DD** of this Contract ("Termination Notice"). The notice of termination shall specify the following:

- *Identify Contract Name and Number
- *Identify Terminating Party
- *Effective Date of Termination of the Contract
- *Type of Termination (Will, Cause, or Funding)
- *If Termination for Cause, detailed explanation of the cause for termination
- *Name and person to contact regarding termination if other than Contract Manager

2. Termination at Will by the COALITION

This Contract may be terminated by the COALITION upon no less than thirty (30) calendar day's written 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 BB** 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.

3. Termination at Will by the CONTRACTOR

This Contract may be terminated by the CONTRACTOR no less than ninety (90) calendar days written 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.

In the event of termination by the CONTRACTOR prior to expiration the Term of the Contract, the CONTRACTOR shall notify COALITION in writing within 48 hours of any action in which the CONTRACTOR's board or officers, whichever is applicable, approves any motion or decision to terminate the Contract prior to expiration the Term of the Contract. In the event the CONTRACTOR decides to terminate the Contract prior to the expiration of the Term, the CONTRACTOR shall, at a minimum of ninety (90) calendar days prior to the termination date, submit a completed transition of services plan for the Contract to the COALITION for review and approval. The transition of services plan shall adequately and comprehensively outline the transition for services for scope of work as well as any administrative and financial contingencies and requirements up to the termination date of the Contract. The transition plan as described

herein shall outline the transition of services and shall include estimated dates and deadlines regarding said transition of services. The transition of services plan shall also address the completion or "winding up" program, services and payments to clients and if applicable, childcare and service providers, prior to the termination date of the Contract. The CONTRACTOR as part of transition of services plan, shall also return any property of the COALITION or OEL, or that has been purchased with state and federal funds as part of this Contract. The CONTRACTOR will also deliver to the COALITION any and all copies of any executed subcontracts or vendor agreements that the CONTRACTOR has with any third-party that concern or relate to, whether directly or indirectly, the Contract prior to the expiration of the Contract.

If an emergency situation arises where the CONTRACTOR cannot provide notice to the COALITION as prescribed herein, the CONTRACTOR shall immediately notify the COALITION as soon as practicable regarding any action as described herein. For purposes of this Section, "emergency situation" are those situations that require emergency action as set forth under Section 287.057, Florida Statutes as well as those that may qualify under Section AA of this Contract if said condition persists to the point to permanently or substantially impair the CONTRACTOR from delivery of services as set forth under this Contract. Notwithstanding the foregoing, if the emergency situation is due, whether in whole or in part, to the lack of due diligence, non-performance or non-compliance with this Contract, the CONTRACTOR shall be held fully liable pursuant to the terms and conditions of this Contract and such situation shall be considered an Event of Default under Section Z of this Contract.

Failure of the CONTRACTOR to provide a transition of services plan within the time frame and in the manner as stated herein or to complete the transition of services plan as approved by the COALITION shall be considered an "Event of Default" Section Z under this Contract and the COALITION shall have the ability to pursue all rights and remedies under the Contract and under applicable federal and state law, which include but is not limited to recovery and reimbursement of any unallowable costs expended by the CONTRACTOR, its agents, its vendors and/or its subcontractors as well as withholding payments to the CONTRACTOR, its agents, its vendors and/or its subcontractors.

4. Termination Due to the Lack of Funding

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. In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination so long as such work was done in accordance with terms and conditions of the Contract or no Event of Default has been issued by the COALITION against the CONTRACTOR, whichever is applicable.

5. 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.

Termination for cause shall mean if the CONTRACTOR fails to (1) deliver or perform the scope of work in full specified in the Contract (2) maintain progress or meet contractual deadlines, thus endangering performance of the Contract, (3) strictly abide by and honor in good faith any term, requirement or condition of the Contract, or (4) violate any statutory, regulatory, or licensing requirement. Termination for cause shall also include but not be limited to the following: (I) the appointment of a receiver, liquidator, or trustee for the CONTRACTOR by decree of competent authority in connection with any adjudication or determination by such authority that the CONTRACTOR is bankrupt or insolvent; (ii) the filing by the CONTRACTOR of a petition in voluntary bankruptcy, the making of an assignment for the benefit of its creditors, or the entering into a final disposition with its creditors; or (iii) any formal action of the board of directors of the CONTRACTOR, or an agency, commission, council, or other entity having legal authority to restrict, prohibit or terminate the CONTRACTOR's operations, existence or otherwise to wind up the CONTRACTOR'S affairs or business.

6. Duties Subsequent to Delivery or Receipt of a Termination Notice

Except as stated in this Contract, the CONTRACTOR shall do the following no later than fourteen (14) days prior to the termination date as set forth in the Termination Notice:

- a. As of the date of termination notice, stop all work under the Contract to the extent specific in said notice and as required to meet its obligations under **Section BB** of this Contract.
- b. Complete performance or delivery of the work under the Contract not terminated by the COALITION unless otherwise directed or instructed in writing by the COALITION.
- c. Timely submit in accordance with the Contract any final invoices to the COALITION.
- d. Timely make or delivery payments and/or services to the COALITION'S clients and providers if such duty is part of the CONTRACTOR'S scope of work under **Section Z** of the Contract.
- e. Prepare and deliver to the COALITION financial accounting as required and as requested by the COALITION.
- f. Take such action as may be necessary, or as the COALITION may specify to protect, deliver, access transfer and preserve any property, records, documents, data, funds or other information related to or associated with the Contract which is in the possession or control of the CONTRACTOR and in which the COALITION or OEL has or may acquire an interest under or as part of the Contract or that were purchased with COALITION funds, whether whole or in part at no cost or expense to the COALITION or OEL in accordance with the terms and conditions of the Contract. This interest includes, but is not limited to the transfer or assignment of any licenses, contracts, agreements or other matters entered into with third parties.
- g. Transfer, deliver, assign and make available to the COALITION and OEL all property, funds, records, data information and materials belonging to the COALITION and OEL, at no cost and expense to the COALITION upon the effective date of the termination notice of the Contract in accordance with the terms and conditions of the Contract.
- h. Meet all public records law requirements specific under this Contract.

The CONTRACTOR agrees to assist the COALITION in the smooth transition of services. In the event the CONTRACTOR has fulfilled its duties as stated herein and is not in default under **Section Z** of the Contract, the COALITION shall deliver final payment of the CONTRACTOR'S invoices within thirty (30) days of the termination date as indicated in the Termination Notice.

CC. Conflict of Laws and Order of Precedence

In the event that federal law, Florida Law, or the Grant Agreement conflicts with this Contract and such conflict is unallowable or addresses an area not covered by the Contract, Florida law, federal

law, the Grant Agreement, shall prevail over this Contract. The precedence of the foregoing shall be as follows: (I) federal law (ii) Florida law and (iii) Grant Agreement. In the event there is a conflict between the standard core contract and the Attachments, the standard core contract shall control unless the Attachments (whether all or singularly) 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 Attachments will control.

DD. Notices

Any notices, communications (including complaints and disputes) and waivers or requests thereof under this Contract shall be in writing and shall be as delivered by the Parties in the following methods: (I) hand delivery, (ii) by depositing such notice in the United States mail, certified mail with return receipt requested, postage prepaid or (iii) via overnight air courier service unless otherwise agreed to in writing between the Parties subsequent to the date of this Contract. Unless otherwise provided in this Contract, notice by certified mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery it shall be presumed to have been delivered on the seventh (7) day after it was deposited in the mail. It will be the CONTRACTOR'S responsibility to update their address with the COALITION during the Term of this Contract.

Failure of the COALITION to notify the CONTRACTOR in writing of any condition, requirement or noncompliance under this Contract shall not be a basis or grounds for a claim of an Event of Default by the CONTRACTOR, defense against an Event of Default issued by the COALITION or noncompliance under this Agreement or any applicable law if the name and/or address of the CONTRACTOR is not current or correct as set forth in this Contract. Except as set forth in the Contract, this notice provision shall apply to all applicable sections of this Contract.

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative shall be rendered in writing to all other Parties and said notification attached to copies of this Contract. Unless otherwise specified by the Parties, invoices, reports, correspondences, notices, records, and any other documents concerning or related to the Contract shall be submitted to the persons and addresses identified in **Section LL** of the Contract.

EE. Arbitration

Any controversies or disputes arising out of the terms of this Contract that are not settled in accordance with this Contract or by mutual agreement between the Parties and said controversy or dispute results in litigation between the Parties and the total amount in dispute between the Parties under the Contract is less than or equal to \$75,000.00, said dispute shall be settled in Florida in accordance with the rules of the American Arbitration Association pursuant to the Federal Arbitration Act, and the judgment upon award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any dispute regarding the interpretation, enforceability, or applicability of any statute and/or agency rule (federal or state) or the Grant Agreement shall be delegated to the applicable Florida or federal court or designated agency/authority of competent jurisdiction in accordance with the venue provisions as set forth in **Section D** of the Contract for final determination. For purposes of this **Section EE**, "litigation" means the retention and/or appearance of an attorney to appear on behalf of the CONTRACTOR or the COALITION before an arbitrator or a judge regarding a dispute or controversy. This section shall survive the expiration or termination of this Contract, whichever is applicable. In connection with any arbitration that is related to and/or arising out of this Contract, the Parties agree that each party will be responsible for its own attorney's fees and costs prior to, during the pendency of and subsequent to the conclusion of the matter through and including any appeals and post-judgment proceedings.

The obligations and requirements of this **Section EE** shall survive the expiration or termination of this Contract, whichever is applicable.

FF. Severability

If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the unenforceable provision will be stricken by the COALITION and the remaining terms and conditions remain in full force and effect.

GG. Entire Agreement

All terms and conditions of this Contract are fully set forth in this document and supersedes all prior agreements, representations, writings and understandings.

HH. Nonwaiver

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. Waiver or breach of any provisions of this Contract by the COALITION shall not be deemed to be a waiver of any other subsequent breach by the CONTRACTOR and shall not be construed to be a modification of the terms of this Contract. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged in accordance with party's policy, procedures and/or bylaws.

II. Time Is Of The Essence

The CONTRACTOR acknowledges that time is of the essence in all matters relating to fulfillment of its obligations under this Contract.

JJ. Counterparts

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

KK. No Third-Party Beneficiary

Except as state herein, this Contract is for the sole benefit of the Parties and nothing herein expressed or implied will provide or be construed to provide any legal or equitable rights (include but not limited to any lien rights) hereunder to any other third party.

LL. Name, Mailing and Street Address of the CONTRACTOR and the COALITION Contacts

Contract Manager for the CONTRACTOR:

Lori Canning
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301
754-351-1951
lori.canning@browardschools.com

Contract Manager for the COALITION

Christine Klima
1475 W. Cypress Creek Road, Suite 301
Fort Lauderdale, FL 33309
954-377-2190
contracts@elcbroward.org

MM. Endorsement Authority

The Parties' representatives affixing their signatures on pages 42 and 43 of this Contract hereto warrant and affirm that each of signatory has absolute legal authority to enter in to this Contract and bind the respective Parties to the terms and conditions herein.

[THIS SECTION INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW]

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

By Laurie Sallarulo
Laurie Sallarulo, Esquire, Chair

Electronic Signature

19 Day of December, 2019

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of December, 2019
by Laurie Sallarulo of Early Learning Coalition of Broward County, Inc., on
Name of Person

Behalf of the corporation/agency. He/She is personally known to me or produced _____
Type of Identification

As identification and did/did not first take an oath.

Elsy Silvestre
Signature - Notary Public

ELSY SILVESTRE
Printed Name of Notary

GG305803
Notary's Commission No.

My Commission Expires: 2/25/2023

(SEAL)



Elsy Silvestre
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG305803
Expires 2/25/2023

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

By Jacob Jackson
Jacob Jackson, Esquire

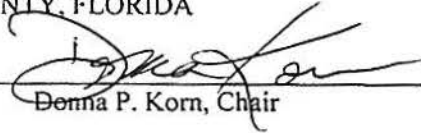
Federal EID # (or SSN): 65-1060848
COALITION Fiscal Year Ending Date: 6/30/20

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@browardschools.com
Reason: Early Learning Coalition of Broward
County, Inc.
Date: 2020.01.07 08:16:46 -05'00'

Office of the General Counsel

Federal EIN # (or SSN): _____
CONTRACTOR Fiscal Year Ending Date: 06/30/20

ATTACHMENT I (SCOPE OF WORK)

Overview

Children who enter school with strong foundational skills and strong foundations in health, social development, and engagement are more likely to experience later academic success, attain higher levels of education, and secure employment later in life. Research shows that kindergarten transition practices strengthen the Pre-K foundation, including a positive effect on students' academic achievement and on parent-initiated school involvement during the kindergarten year and throughout elementary school. The ELC and BCPS partnership will support both strong foundations and smooth transitions to ensure Broward's children enter kindergarten ready and continue on the pathway to success to third grade proficiency and beyond.

Staff Proposal

The BCPS Countdown to K Ambassador will support the Early Learning Coalition, Broward Community Providers, ELC Quality Initiative Programs, and BCPS Early Learning Language Acquisition in areas related to school readiness, transition, BCPS connections, community connections, literacy initiatives, family events and experiences, and continued quality support.

The activities included in the scope of work are as follows:

K-Transition Ambassador Activities			
Initiative Title	Description	Targeted Population	
		All Broward Pre-K Programs (Centers & Home-Based)	ELC Quality Supported Programs
Countdown to K Ambassadors	<p>BCPS Instructional Facilitators/Coach will serve as Countdown to Kindergarten Ambassador to:</p> <ul style="list-style-type: none"> • Visit ELC Quality-Supported Programs to conduct individualized transition needs assessment (Readiness Rates, Family Resources and Programs, Review of Current Transition Plans) • Provide targeted transition support to center based on needs <ul style="list-style-type: none"> ○ Facilitate connections with local feeder elementary schools (Principal, K Teachers, Etc.) ○ Provide Technical Assistance, Professional Learning, Coaching to Director and Pre-K Teachers supporting School Readiness ○ Create Family Transition Area and Implement Family Transition Events ○ Coordinate Feeder School Visits to Pre-K Center and Center Visit to Feeder Elementary Schools (Guest readers, collaborative professional learning, meet and greet sharing sessions) ○ Communicate information about Feeder School Kindergarten Round-Ups and Family Events ○ Coordinate involvement in Broward Reads Targeted Countdown to Kindergarten Events 		X
Center-Based Family	Countdown to K (CTK) Ambassador will work together with ELC Quality Initiative targeted centers		X

K-Transition Ambassador Activities			
Initiative Title	Description	Targeted Population	
		All Broward Pre-K Programs (Centers & Home-Based)	ELC Quality Supported Programs
Transition Area	<p>to create a customized Family Transition Area at the School/Center. This will be based on the needs assessment with options including:</p> <ul style="list-style-type: none"> • Family Library with system for at-home checkout and home reading plan • Family Transition Board (to post transition tips, feeder school information, registration information, and round-up information) • Family Transition Flyers and Resource Display 		
Center-Based Family Transition Event	<p>CTK Ambassadors will work together with ELC Quality Initiative targeted centers to create and implement a customized Family Event at the School/Center. Menu of options include focuses on oral language, social emotional development, creative play, mathematics, science, and more. Each event will include a take home book and resources, along with information about K transition, feeder schools, school choice, registration, and transition tips. Post resources from family nights, including Presentation, Customizable Invitation, printables, booklists, and pictures, on the Broward Reads online tools for all centers to access and replicate.</p>		X
Support for ELC Quality Initiative	<ul style="list-style-type: none"> • Assist with Technical Assistance (TA) (if additional targeted TA services are required for centers/programs with intensive needs) • Professional Learning and Training Services, as needed 		X
FLKRS Support	<ul style="list-style-type: none"> • Provide informational training to community providers • Provide support to ELC quality targeted programs on School Readiness, FLKRS Readiness Skills and Strategies, and core components of the STAR Early Literacy Assessment 	X	X

K-Transition Ambassador Activities			
Initiative Title	Description	Targeted Population	
		All Broward Pre-K Programs (Centers & Home-Based)	ELC Quality Supported Programs
Online Broward Reads Countdown to K Portal	<p>Work with Children’s Services Council, Broward County Public Schools, Broward Libraries, Early Learning Coalition, and other key early childhood stakeholders to compile transition resources and post in user-friendly center and family online resource bank. This will include, but not be limited to:</p> <ul style="list-style-type: none"> • Feeder List and Interactive Online Map • Online Interactive Calendar of Transition Events <ul style="list-style-type: none"> ○ FREE Screenings and Health Resource Opportunities ○ Library and City Events ○ School Based Kindergarten Round-Ups ○ Family Events and Experiences • Transition Information/Resources and Family Night Toolkit • Registration information and Resources, including School Choice • Family At Home Tips (Talk, Sing, Read, Write, Play) and links to additional resources, VROOM, online tools, text campaign) 	X	X
Early Childhood Center Literacy Outreach Opportunities	Coordinate and communicate opportunities for literacy outreach at early childhood centers, including guest reading campaigns and reading mentoring initiatives.	X	X
School-Based Family Transition Experiences	Support elementary schools as they plan and implement school-based transition experiences. Foster communication between feeder elementary schools and childcare centers to promote events.	X	X
Coordination of Countdown	Coordinate and implement large-scale K transition events and initiatives for ELC quality supported programs, including Countdown to K Family Day at Parker Playhouse, Broward Kid Culture sponsored		X

K-Transition Ambassador Activities

Initiative Title	Description	Targeted Population	
		All Broward Pre-K Programs (Centers & Home-Based)	ELC Quality Supported Programs
to K Targeted Events	programs, Broward Center Play Scenes Experience, Young at Art Summer Learning Night, and other planned events.		
Coordination of Countdown to K Community Events	Coordinate and support large-scale K transition events and initiatives for children and families throughout Broward County, including Broward Library events, city events, Kid Culture Events, and a potential large scale Countdown to K day.	X	X

ATTACHMENT II

ASSURANCES AND CERTIFICATIONS

Instructions - These certifications and assurances will be in effect for the duration of this Contract unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this Contract. The CONTRACTOR'S authorized officer must sign the certification and return it to the COALITION. 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 the Contract if the CONTRACTOR has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this **Attachment III** of the Contract. 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

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

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

II. Federal or state-required assurances – applicable to the CONTRACTOR

II.

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

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

III. Federal certifications – applicable to all entities

A. Cost allocation plan or indirect cost rate proposal

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

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

B. Proper expenditure reporting

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

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

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

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

D. Status as a non-major corporation

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

- The CONTRACTOR is not a major nonprofit organization.
 The CONTRACTOR is a major nonprofit organization.

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

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

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

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

IV. Federal or state-required assurances – applicable to the CONTRACTOR

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

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

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

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

B. Other Assurances – miscellaneous/general disclosures

As the CONTRACTOR’s duly authorized representative, I certify that the CONTRACTOR shall:

1. Use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Initiate and complete the work within the applicable time frame after receiving the awarding agency’s approval.
5. Administer each program covered by this Contract in accordance with all applicable laws, regulations, statutes, rules, policies, procedures and program requirements governing the program(s).
6. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
7. Submit such reports as described in this CONTRACT. The CONTRACTOR will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. Provide reasonable opportunities for systematic consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
9. Make any application, evaluation, periodic program plan or report relating to each program readily available to parents and other members of the general public.
10. Have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

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

C. CCDF Salary Cap annual testing requirements (if applicable)

1. The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, limits the salary amount that the CONTRACTOR 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 2018 is \$187,000 and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The CONTRACTOR shall apply this salary limitation to subawards/subcontracts under this Contract. The CONTRACTOR'S subrecipients, contractors, subcontractors, agents or vendors shall:
 - 1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.
 - 1.2. Allocate salaries that multiple funding sources pay and compare these calculations to received program benefits.
 - 1.3. Perform and document an annual analysis using W-2 data.
2. All CCDF-funded grantees and sub-grantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.
3. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.

D. Restrictions on funding ACORN

To comply with P.L. 111-117, the CONTRACTOR may not distribute federal funds made available under this Contract 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.

E. Subrecipient/Subcontractor monitoring

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

F. 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 U.S.C. part 1611) ensuring that only individuals eligible for CCDF services receive them.

G. Standards of conduct

The CONTRACTOR certifies that it shall comply with the provisions 45 CFR §75.327 (also 2 CFR §200.318), *General procurement standards*, regarding standards of conduct. It will establish safeguards, written policies and training procedures to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

H. Clean Air Act and Federal Water Pollution Control Act

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

I. 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.
 - 1.1. 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.
 - 1.2. 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.
 - 1.3. 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 state statute and COALITION instructions (Section 1002.84(20), Florida Statutes), the CONTRACTOR shall provide COALITION contract documentation for any contracts with CONTRACTOR employees, governing board members or relatives of either group as Section 112.3143(1)(b), Florida Statutes, defines as it relates to or concerns this Contract. The CONTRACTOR must comply with disclosure and reporting requirements in state statute and COALITION instructions (Section 1002.84(20), Florida Statutes).

- 2.1. Any governing board member(s) benefitting from CONTRACTOR agreement(s) as it relates to or concerns this Contract must disclose in advance the conflict of interest and must abstain from the vote process.
- 2.2. The impacted individual must complete the necessary conflict of interest disclosure forms.
- 2.3. The CONTRACTOR shall present all such contracts to the governing board for a vote. A valid approval requires two-thirds vote of the CONTRACTOR's board, a quorum must be established.
- 2.4. The CONTRACTOR shall not enter into or execute a contract in excess of \$25,000 as it relates to or concerns this Contract with a member of the governing board or relative of a board member without COALITION'S prior approval.
- 2.5. Except as stated in this Contract, the CONTRACTOR does not have to obtain COALITION's prior approval for contracts below \$25,000 as it relates to or concerns this Contract. The CONTRACTOR shall:
 - 2.5.1. Adequately disclose and properly report and track such contract activity.
 - 2.5.2. Report such contracts to COALITION within 30 days after receiving approval from the governing board.

J. Contract Work Hours and Safety Standards Act

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

K. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

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

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

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

- 1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
- 2. The CONTRACTOR shall be required to pay wages not less than once a week.

3. The CONTRACTOR shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The CONTRACTOR shall report all suspected or reported violations to the federal awarding agency and the COALITION. 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.

M. DUNS Number – Data Universal Numbering System

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as “DUNS + 4,” which is used to identify specific units within a larger entity. Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to thirty (30) days.

The CONTRACTOR, its subrecipients, its agents, its subcontractors, and its vendors funded with federal funds as part of this Contract must obtain a DUNS number prior to receiving funds, whether directly or indirectly, arising or originating from this Contract.

N. Equal Employment Opportunity (EEO)

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

O. 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.
 - 1.1. Procure only items designated in the guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR Part 247 for buying recycled-content products;
 - 1.2. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - 1.3. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the CONTRACTOR shall procure items designated in the EPA guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless the CONTRACTOR determines that such items:
 - 2.1. Are not reasonably available in a reasonable period of time;

- 2.2. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
- 2.3. Are only available at an unreasonable price.
- 3. Paragraph 2. of this clause shall apply to items purchased under this agreement where:
 - 3.1. The CONTRACTOR purchases in excess of \$10,000 of the item under this Contract; or
 - 3.2. 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.

P. Procurements and other purchases

The CONTRACTOR must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the CONTRACTOR is not required to competitively procure direct service providers for the SR or VPK Programs. 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 §§200.317-200.326.

Q. 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, subcontractor, vendor and agency contracts, and any contractor contracts for services that include purchasing/procuring equipment, language that requires property a subrecipient purchases with funds provided under the agreement to revert to the CONTRACTOR upon contract termination.
- 2. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the CONTRACTOR under this agreement shall be vested in the CONTRACTOR; however, title and ownership shall be transferred to COALITION OR OEL upon termination of the CONTRACTOR participation in early learning programs as authorized in writing by COALITION or OEL. All property required to be returned to the COALITION or OEL will be in good working order. See 2 CFR §200.318, General procurement standards, Section 273.02, Florida Statutes, and Rule 69I-73.002, F.A.C.
- 3. Pursuant to 2 CFR §200.302, Financial management, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than \$1,000, whether classified as equipment, technology item or supplies must be safeguarded. The CONTRACTOR should have a written policy on how these items will be tracked, accounted for and safeguarded.
- 4. The term “nonexpendable property” shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from COALITION.
- 5. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.

6. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the early learning programs shall be listed on the property records of the CONTRACTOR. The CONTRACTOR shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02 – Tangible Personal Property, relevant Florida Statutes, state rules, federal regulations and federal cost principles. In addition to the annual inventory required by Oct. 1 of each year, whenever the custodian or custodian’s delegate changes, the CONTRACTOR shall conduct a physical inventory of specified equipment and provide a copy to the COALITION and OEL.
7. 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 the CONTRACTOR or its subrecipient/subcontractor, its agent or its vendor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in section 8.
8. The Office’s policy concerning proceeds received from the sale of property with a current per unit fair market value up to \$5,000 is the net amount received from such sales will remain at the 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 – Cash Management. This identification of income is necessary to meet reporting requirements of the HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the 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 the United States Department Health and Human Services. 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. 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.

R. Purchase of American-made equipment and products

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

S. Reporting of matters related to recipient integrity and performance

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

T. System for Award Management (SAM)

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

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

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

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

ATTACHMENT II APPENDIX A FEDERAL SUBAWARD REQUIRED ELEMENTS	
Subrecipient name (which must match the name associated with its unique entity identifier);	The School Board of Broward Count
Subrecipient's unique entity identifier;	EIN 59-1487190 DUNS 077283471
Federal Award Identification Number (FAIN);	G1802FLCCDF
Federal Award Date (see § 200.39 Federal award date) of award to the recipient by the Federal agency;	10/6/2016
Subaward Period of Performance Start and End Date;	10/01/2019 to 06/30/2020
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$100,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$100,000
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$100,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	K-Transition Ambassador Program
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	HHS CCDF Florida Department of Education Office of Early Learning
CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.575
Identification of whether the award is R&D;	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs).	N/A

ATTACHMENT III

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.

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

By: _____
Authorized Service Provider Representative

Date

Dr. Lori Canning, Executive Director
Early Learning Language Acquisition
Broward County Public Schools

Print Name/Title

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT IV**

**FEDERAL AND STATE STATUTES, RULES, AND REGULATIONS APPLICABLE TO THE
CONTRACTOR)**

The CONTRACTOR shall comply with the following federal and state laws and regulations, including any revisions to those laws and regulations made after the execution of this Contract (notification will be provided in writing to the COALITION), 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 (“HHS”) Implementation of the Office of Management and Budget’s (“OMB”) Uniform Administrative Requirements for HHS Awards (2 CFR § 200).
- 1.4 45 CFR part(s) 260-265 -Temporary Assistance for Needy Families (“TANF”) regulations (related to 2.3)
- 1.5 Child Care Development Block Grant (“CCDBG”) Act of 2014 (Pub L 113-186);
- 1.6 CCDBG Act of 1990, as amended 42 United States Code (“U.S.C.”) 9858, et seq;
- 1.7 45 CFR part 98- Child Care Development Fund (“CCDF”) - Final Rule
- 1.8 45 CFR part 99 Procedures for Hearings for the CCDF.
- 1.9 CCDF Discretionary Fund governing requirements - Title VI. Personal Responsibility and Work Opportunity Reconciliation Act (“PRWORA”) of 1996 and subsequent amendments, codified at 42 USC 9858-9858, et seq.
- 1.10 CCDF Mandatory and Matching Funds -Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 USC 618.
- 1.11 Other applicable requirements from the Code of Federal Regulations-
 - 1.11.1 2 CFR Part 182 - Drug-Free Workplace Act Common Rule.
 - 1.11.2 2 CFR Part 376 – Nonprocurement Debarment and Suspension
 - 1.11.3 2 CFR Part 382 - Requirements for Drug-Free Workplace (Financial Assistance)
 - 1.11.4 45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964.
 - 1.11.5 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.6 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance.
 - 1.11.7 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance.
 - 1.11.8 45 CFR Part 93 New Restrictions on Lobbying
- 1.12 American Competitiveness and Corporate Accountability Act of 2002, aka Sarbanes-Oxley Act (“SOX”)-
 - 1.12.1 Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.

1.12.2 Section 1107, Protection for whistleblowers (employees and other individuals).

2. 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”) Program.
- 2.3 Provisions related to SR of the current HSS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (“DCF”).
- 2.4 Provisions related to SR of the current HSS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.
- 2.5 Rule 6A-1.09433, Florida Administrative Code (“F.A.C.”) – Voluntary Prekindergarten Pre- and Post-Assessments.
- 2.6 Rule 6A-6.03033, F.A.C. – Specialized Instructional Services (“SIS”) for Voluntary Prekindergarten Children (“VPK”) with Disabilities.
- 2.7 6M-4, Florida Administrative Code (“F.A.C.”)- School Readiness Program Rules.
- 2.8 6M-8, F.A.C. - Voluntary Prekindergarten Education Program Rules.
- 2.9 6M-9, F.A.C. - Early Learning Coalitions Rules.
- 2.10 Chapter 69I-5, F.A.C. – Schedule of Expenditures of State Financial Assistance.
- 2.11 Rule 61H1-20.0093, F.A.C., Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 2.12 Chapter 74-2, F.A.C. – Information Technology Security
- 2.13 Chapter 112, F.S., Public Officers and Employees -
 - 2.13.1 Section 112.061, F.S. -Per Diem and travel expenses of public officers, employees and authorized persons.
 - 2.13.2 Section 112.313, F.S. - Standards of conduct for public officers, employees or agencies and local government attorneys.
 - 2.13.3 Section 112.3135, F.S. - Restriction on employment of relatives.
 - 2.13.4 Section 112.3143(1) (b), F.S. - Voting conflicts.
- 2.14 Procurements:
 - 2.14.1 Section 21 5.971, F.S. -Agreements funded with federal or state assistance.
 - 2.14.2 Section 287 .057, F.S. - Procurement of commodities or contractual services.
 - 2.14.3 Section 287.058, F.S. - Contract document.
- 2.15 Chapter 119, F.S. – Public Records
 - 2.15.1 Section 119.01, F.S. - General state policy on public records.
 - 2.15.2 Section 119.07, F.S. - Public Records
 - 2.15.3 Section 119.0701, F.S. – Contracts; Public Record
- 2.16 Chapter 286, F.S., Public Business; Miscellaneous Provisions
 - 2.16.1 Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.
 - 2.16.2 Section 286.0105 – Notices of meetings and hearings must advise that a record is required to appeal.
 - 2.16.3 Section 286.0114 – Public meetings; reasonable opportunity to be heard; attorney fees.
- 2.17 *Other state laws and regulations-*
 - 2.17.1. Section 11.062, F.S. - Use of state funds for lobbying prohibited; penalty.
 - 2.17.2. Section 17.04, F.S. - To audit and adjust accounts of officers and those indebted to the state
 - 2.17.3. Section 20.052, F.S. - Advisory bodies, commissions, boards.
 - 2.17.4. Section 39.201, F.S. - Proceedings related to children.

- 2.17.5. Section 39.604, F.S. - Rilya Wilson Act attendance and reporting responsibilities.
- 2.17.6. Section 215.42, F.S. - Purchases from appropriations, proof of delivery.
- 2.17.7. Section 215.422, F.S. - Payment, warrants and invoices; processing time limits; and dispute resolution.
- 2.17.8. Section 215.97, F.S. - Florida Single Audit Act.
- 2.17.9. Section 216.181, F.S. - Approved budgets for operations and fixed capital outlay.
- 2.17.10. Section 216.301, F.S. - Appropriations; undisbursed balances.
- 2.17.11. Section 216.345, F.S. - Professional or other organization membership dues; payment.
- 2.17.12. Section 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited.
- 2.17.13. Section 252.365, F.S. - Emergency coordination officers; disaster- preparedness plans.
- 2.17.14. Chapter 274, F.S. - Tangible Personal Property.
- 2.17.15. Section 286.25, F.S. - Publication or statement of state sponsorship.
- 2.17.16. Section 287.107, F.S. - Purchasing categories, threshold amounts.
- 2.17.17. Section 287.0943, F.S. - Certification of minority business enterprises.
- 2.17.18. Section 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.17.19. Section 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities.
- 2.17.20. Section 287.135, F.S. - Prohibition against contracting with scrutinized companies.
- 2.17.21. Section 402.281, F.S. - Gold Seal Quality Care program.
- 2.17.22. Section(s) 402.301- 402.319, F.S. - Child Care facilities provisions.
- 2.17.23. Section 411.223, F.S. - Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- 2.17.24. Section 414.39, F.S. - Fraud.
- 2.17.25. Section 414.411, F.S. - Public Assistance Fraud.
- 2.17.26. Section 415.1034, F.S. - Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.17.27. Chapter 427, F.S. - Special Transportation and Communication Services.
- 2.17.28. Section 435.03, F.S. - Level 1 screening standards.
- 2.17.29. Section 435.04, F.S. - Level 2 screening standards.
- 2.17.30. Section 445.032, F.S. - Workforce Services Transitional child care.
- 2.17.31. Section 943.0542, F.S. -Access to criminal history information provided by the department to qualified entities.
- 2.17.32. Florida Department of Financial Services (“FDFS”) Travel Manual-
http://www.myfloridacfo.com/Division/SFM/DMSEC/documents/State_Travel_Manual_2011-01-15.pdf
- 2.17.33... Florida Department of Education (“FDOE”) Travel Policy Manual.
- 2.17.34. Florida Reference Guide to State Expenditures

FORM B-1: INDIVIDUAL PROGRAM BUDGET NARRATIVE

FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Vendor Name: School Board of Broward County, Florida

10/1/2019 -6/30/2020

Program Name: K-Transition Ambassador

REVENUES

4000	Contracts, Grants and Other Financial Assistance		
	4001	Contracts, Grants - State and Federal	Early Learning Coalition of Broward County, Inc. 100,000
	Total Revenue		\$ 100,000

EXPENDITURES

5000	Employee Provided Salaries and Benefits		
	5001	Regular Salary	75% of Standard Teacher Specialist Salary (Projected Salary for October 1, 2019 to June 30, 2020) with additional position created for 75 additional hours above contract calendar time \$ 47,740
	5001	Overtime Salary	
5000	Total Salaries		47,740
	Employee Benefits		
	5005	Payroll Taxes	FICA/MICA 7.65% of total salaries 3,652
	5007	Reemployment Ins	1% of Total Salaries 477
	5010	Health	Health \$5891; Dental \$121; Vision \$51 6,023
	5020	Retirement	8.26 of Total Salaries 3,943
	5030	Life and Disability, Other Benefits	Life -\$58; Disability \$90; Cafeteria \$3 151
	5040	Other Benefits	.87% of Total Salaries 415
	Total Employee Benefits		14,661
5000	Total Salaries / Benefits		62,402
5100	Staff Development		
	5101	Staff Development	-
	5105	Tuition Reimbursement	-
5100	Total Staff Development		-
6000	Professional Services		
	6002	Auditing	-
	6005	Information Technology	-
	6020	Temporary Employment	-
	6025	Printing and Reproduction	Print Materials for Family and Center Director/Teacher activities and outreach, including, but not limited to, "What to Expect in Kindergarten" Brochure, Reading Tips, Read at Home Guides, School Readiness goals and strategies. 4,500
	6030	Repair and Maintenance	-
	6035	Other Professional Services	-
6000	Total Professional Services		4,500
6050	Direct Services - Child Care		
7000	Occupancy		
	7001	Rental - Office Space	-
	7002	Utilities	-
	7003	Building Maintenance	-
7000	Total Occupancy		-
7050	Postage, Freight, Delivery		
	7051	Postage, Freight, Delivery	-
7050	Total Postage, Freight, Delivery		-
7100	Rental		
	7101	Rental - Office Equipment	-
7100	Total Rental		-
7150	Supplies		
	7151	Office Supplies and Office Expense Items	General office supplies: folders, ink cartridges, paper, pens, pencils, etc. supporting Family and Center Teacher/Director Outreach \$5,000
7150	Total Supplies		5,000
7200	Communications		
	7201	Communications	-
7200	Total Communications		-

7250	Insurance		
	7251	Insurance (D & O)	-
	7255	Insurance (Automobile)	-
	7260	Insurance (General Liability)	-
	7265	Insurance (Workers Compensation)	1.8% of the total salaries 1,133
	7275	Insurance (Other)	-
7250	Total Insurance		1,133
7300	Tangible Personal Property		
	7301	Equipment > \$1,000	-
	7302	Equipment < \$1,000	-
7300	Total Tangible Personal Property		-
7400	Quality		
	7401	Quality and Classroom materials	Center Teacher/Director and Family Support materials, including books for take home reading, center family libraries, kindergarten transition activities, etc. 24,965
	7405	Training materials and space	-
	7410	Consumer Education and Outreach Materials	-
	7415	Grants to Providers	-
	7420	Scholarships and Other Education Opportunities	-
	7425	Wage Incentives	-
7400	Total Quality		24,965
7500	Travel		
	7501	Travel - In-State - Travel	-
	7505	Travel - Out of State - Travel	-
	7510	Travel - Local	Mileage for 1 Teacher Specialist-4,500 miles approx. @.445 per mile. (8 months) \$2,000
7500	Total Travel		2,000
7600	Other Expenses		
	7601	Bank Fees	-
	7605	Application Software and Licenses and Support	-
	7610	Web Service/hosting, support, back-up services and maintenance	-
	7615	Other employee related expenditures	-
	7620	Dues and Subscriptions	-
	7625	Taxes, Licenses and fees	-
	7630	In-Kind expenditure	-
	7635	Miscellaneous/other current charges	-
7600	Total Other Expenses		-
TOTAL EXPENDITURES			100,000

ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR

**FORM B-2: INDIVIDUAL PROGRAM BUDGET
BY ACTIVITY TYPE**

Vendor Name: School Board of Broward County, Florida

Program Name: K-Transition Ambassador October to June 2020

Cost Accumulator Code		SR 97Q00	SR 97BBA	
		Quality	Admin	TOTAL
4001	State and Federal Grants			\$ 100,000
EXPENDITURES				
5000	Employee Provided Salaries and Benefits			
	5001 Regular Salary	\$ 47,740		\$ 47,740
	5001 Overtime Salary			\$ -
5000	Total Salaries	47,740		47,740
	Employee Benefits			
	5005 Payroll Taxes	3,652		3,652
	5007 Benefits - Reemployment	477		477
	5010 Health	6,023		6,023
	5020 Retirement	3,943		3,943
	5030 Life and Disability, Other Benefits	151		151
	5040 Other Benefits	415		415
	Total Employee Benefits	14,661		14,661
5000	Total Salaries / Benefits	62,402	-	62,402
5100	Staff Development			-
	5101 Staff Development			-
	5105 Tuition Reimbursement			-
5100	Total Staff Development	-	-	-
6000	Professional Services			
	6002 Auditing			-
	6005 Information Technology			-
	6020 Temporary Employment			-
	6025 Printing and Reproduction	4,500		4,500
	6030 Repair and Maintenance			-
	6035 Other Professional Services			-
6000	Total Professional Services	4,500	-	4,500
6050	Direct Services - Child Care			-
7000	Occupancy			-
	7001 Rental - Office Space			-
	7002 Utilities			-
7000	Total Occupancy	-	-	-
7050	Postage, Freight, Delivery			
	7051 Postage, Freight, Delivery			-
7050	Total Postage, Freight, Delivery	-	-	-
7100	Rental			
	7101 Rental - Office Equipment			-
7100	Total Rental	-	-	-
7150	Supplies			
	7151 Office Supplies and Office Items		5,000	5,000
7150	Total Supplies	-	5,000	5,000
7200	Communications			
	7201 Communications			-
7200	Total Communications	-	-	-

* Cost Accumulator Code		SR 97Q00	SR 97BBA	
7250	Insurance			
	7251 Insurance (D & O)			-
	7255 Insurance (Automobile)			-
	7260 Insurance (General Liability)			-
	7265 Insurance (Workers Compensation)	1,133		1,133
	7275 Insurance (Other)			-
7250	Total Insurance	1,133	-	1,133
7300	Tangible Personal Property			
	7301 Equipment > \$1,000			-
	7302 Equipment < \$1,000			-
7300	Total Tangible Personal Property	-	-	-
7400	Quality			
	7401 Quality and Classroom materials	24,965		-
	7405 Training materials and space			-
	7410 Consumer Education and Outreach Materials			-
	7415 Grants to Providers			-
	7420 Scholarships & Education Opportunities			-
	7425 Wage Incentives			-
7400	Total Quality	24,965	-	24,965
7500	Travel			
	7501 Travel - In-State - Travel			-
	7505 Travel - Out of State - Travel			-
	7510 Travel - Local	2,000		2,000
7500	Total Travel	2,000	-	2,000
7600	Other Expenses			
	7601 Bank Fees			-
	7605 Software and Licenses and Support			-
	7610 IT/Web /hosting, support, back-up and maintenance			-
	7615 Other employee related expenditures			-
	7620 Dues and Subscriptions			-
	7625 Taxes, Licenses and fees			-
	7630 In-Kind expenditure			-
	7635 Miscellaneous/other current charges			-
7600	Total Other Expenses	-	-	-
9000	Depreciation			
	9001 Depreciation	-		-
TOTAL EXPENDITURES		95,000	5,000	100,000
ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR				