

Early Learning Coalition of Broward County, Inc.
AMENDMENT #001
Contract No. SBBC-07-ELC6

This Amendment is entered into between the Early Learning Coalition of Broward County, Inc., hereinafter referred to as the "*COALITION*" and The School Board of Broward County, Florida, hereinafter referred to as the "*CONTRACTOR*," and amends the contract between the *COALITION* and the *CONTRACTOR* dated July 01, 2006 (hereinafter the "*Contract*") and ending June 30, 2007.

WITNESSETH:

WHEREAS, *COALITION*'s Grant Agreement with the State of Florida Agency for Workforce Innovation for fiscal year 2006 - 2007 was received by the *COALITION* after July 1, 2007; and

WHEREAS, *CONTRACTOR* previously agreed to follow all state, federal and local rules and policies; and

WHEREAS, The State of Florida Agency for Workforce Innovation, Office of Early Learning (AWI), requires that that the *COALITION* make certain conditions outlined in its Grant Agreement with the state applicable to all Contractors of the *COALITION* for school readiness and VPK services; and

WHEREAS, the parties desire to add said document to their Agreement as an Amendment.

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

1. The foregoing recitations are true and correct and are hereby incorporated by reference.
2. *CONTRACTOR* agrees to comply or assist *COALITION* in complying with all terms and conditions of the Grant Agreement between the State of Florida Agency for Workforce Innovation and the Early Learning Coalition of Broward County, Inc. for fiscal year 2006-2007, and as specifically set forth in **Exhibit C**. To the extent that there is any conflict between said Grant Agreement and this Amendment, inclusive of exhibits and attachments, the Grant Agreement shall control in all respects.
3. Except as modified herein, all remaining terms and conditions of this Contract shall remain in full force and effect.

This Amendment shall be retroactive to July 1, 2006. All provisions in the Contract and any attachments thereto in conflict with this Amendment shall be changed to conform with this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this 3 page amendment to be executed by their officials thereunto duly authorized.

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

By _____
Harry R. Duncanson, Chair

_____ day of _____, 2007.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by _____ of _____
Name of Person
Early Learning Coalition of Broward County, Inc., on behalf of the corporation/agency.

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

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

My Commission Expires: _____

Approved as to form by
Burnadette Norris-Weeks, Esquire
General Counsel
Early Learning Coalition of Broward County, Inc.
100 Southeast Sixth Street
Fort Lauderdale, Florida 33301
Telephone: (954) 768-9770
Telecopier: (954) 768-9790

By _____
Burnadette Norris-Weeks, Esq.

Federal EID # (or SSN): 65-1060848
CONTRACTOR Fiscal Year Ending Date: 6/30/07

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Dated: _____, 2007

By _____
Beverly A. Gallagher, Chair

ATTEST:

James F. Notter, Interim Superintendent of Schools

APPROVED AS TO FORM:

By: _____

School Board Attorney

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ of The School Board of Broward County,

Name of Person

Florida, who is personally known to me or has produced _____ as
Type of Identification
identification.

Notary Public

Name of Notary Printed:

My Commission Expires:

My Commission Number Is:

Notary Seal

Federal EID # (or SSN): 59-1487190

CONTRACTOR Fiscal Year Ending Date: 6/30/07

GRANT AGREEMENT
between
AGENCY FOR WORKFORCE INNOVATION
and
Early Learning Coalition of Broward County

This Grant Agreement ("Agreement") sets forth the terms and conditions to which the Early Learning Coalition of Broward County (the "Coalition") agrees to comply for the receipt of federal and state funds from the Agency for Workforce Innovation, Office of Early Learning ("AWI" or the "Agency"). This Agreement shall take effect on July 1, 2006 and may be renewed on an annual basis.

1. EARLY LEARNING PLANS

In accordance with Section 411.01(5)(d), 1 and 2, Florida Statutes, the Coalition has submitted, for AWI approval, an Early Learning Plan (the "Plan") for implementation of the School Readiness (SR) and Voluntary Prekindergarten Education (VPK) program and services. Approval of such plan is a condition to receiving the funds under this Agreement.

2. FUNDING

The Coalition shall receive its level of allocated funding under the Agreement by way of Notice of Award. There will be separate Notice of Awards for the SR program and VPK program with separate corresponding budgets for each award. These notices may contain more specific instructions regarding the expenditure of funds and additional terms and conditions tied to the specific award. Expenditure of any funds under the Agreement shall constitute the Coalition's acceptance of the terms and conditions detailed below and in the Notice of Award. Failure to comply with these terms and conditions may result in the loss of federal and state funds and may be considered grounds for the suspension or termination of this Agreement and result in a determination of disallowed costs.

3. STATE & FEDERAL REQUIREMENTS

The Coalition shall ensure that the funds provided by this Agreement shall be expended for SR and VPK program and services as established in the Coalition's Plan and applicable state and federal law, including but not limited to:

- Section 411.01, Florida Statutes, School Readiness Act
- Chapter 1002, Florida Statutes, VPK Act
- Section 215.97 Florida Statutes, State Single Audit Act
- OMB Circulars A-87, A-110, A-122 and A-133, as applicable
- Reference Guide for State Expenditures
- Child Care Development Fund (CCDF) Block Grant, 42 USC § 9858 et seq. and Section 418 of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC § 618
- Provisions of the current approved CCDF State Plan
- 45 CFR parts 74, 92, 98 and 99
- Temporary Assistance for Needy Families, 42 U.S.C. § 601 et seq.

4. ADVANCED PAYMENTS AND PREPAYMENTS

a) The Coalition may be authorized to receive advanced funds for SR Program and administrative costs of the VPK Program which are reasonably based on the projected cash needs of the Coalition. Approval of an advance is contingent upon release of budget authority by the Executive Office of the Governor. The Coalition must follow the procedures for the request of an advance, re-payment and reconciliation in accordance with OEL-PI-0038-06.

b) For VPK program funds, the Coalition may receive monthly prepayments for direct services beginning in July of the fiscal year, based on the number of students enrolled. The monthly prepayments shall be reconciled against actual attendance as reported in subsequent months. The attendance adjustment to each monthly prepayment shall be no more than 90 days in arrears from the service period. This provision may be extended upon written approval by AWI.

5. PAYMENT OF INTEREST EARNED ON INVESTED FUNDS

The Coalition shall invest the SR and VPK funds provided as advance payment(s) in a secure interest bearing account and earn interest on the invested funds. Interest income shall be returned to AWI in accordance with OEL-PI-0038-06.

6. ASSIGNMENTS AND SUBCONTRACTS

The AWI shall at all times be entitled to assign or transfer its rights, duties, or obligations under this agreement another governmental agency in the State of Florida, upon giving prior written notice to the Coalition. The Coalition agrees not to assign the responsibility for this agreement to another party. In the event AWI or an agency of the State of Florida approves transfer of the Coalition's obligations, the Coalition remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, the Agreement shall bind the successors, assigns, and legal representatives of the Coalition and of any legal entity that succeeds the obligations of AWI. It is the Coalition's responsibility to ensure that its sub-recipients observe the same terms and conditions as contained in this Agreement.

7. AUDITS

a) The Coalition shall provide the AWI with an annual single audit in accordance with single audit requirements contained in Section 215.97, Florida Statutes and the federal single audit act, and allow for monitoring in accordance with Composite Attachment A and the provisions of OMB Circular A-133.

b) During the course of any fiscal year, a Coalition may be subject to review by any of the following: a coalition's external auditor, the State Auditor General, State or Federal Inspectors General, United States Department of Health and Human Services, AWI, and others as designated by State or Federal agencies.

c) Questioned costs may arise from any of these reviews. The Coalition shall have an opportunity to substantiate and/or appeal the decision of these findings. Any unresolved questioned costs may become disallowed costs. Coalitions are required to repay disallowed costs on federal and state programs including any applicable interest. Disallowed costs may not be paid back with Federal grant, State grant, or matching funds.

d) The Coalition agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are unallowable without AWI approval. However, reasonable legal expenses and related costs required in the administration of SR and VPK programs are allowable in accordance with applicable OMB circulars and within the five percent limitations of the Coalition's administrative expenditures.

8. BUDGET

The Coalition shall prepare a separate budget for the SR and VPK program, submitted on the Budget Allocations by OCA form prior to or with the first invoice for payment. The budget shall be followed in conjunction with the delivery of the Coalition's SR and VPK Programs. A Budget Allocations by OCA form shall be submitted representing the Coalition's SR and VPK budgets and a Budget Allocations by OCA form shall be submitted representing the budget allocations for each county served by the Coalition. On an as needed basis, the Coalition shall submit to the AWI budget

realignments using the Budget Allocations by OCA form. If a budget amendment affects the Coalition Plan, a Plan amendment also must be submitted.

9. DATA AND REPORTING SYSTEMS

The Coalition shall utilize the approved statewide School Readiness data and reporting systems to record, maintain, and report on SR and VPK Programs. Guidance and requirements for statewide data systems is contained in FPSR-IM-IT-04-01*, FPSR-IM-PPA-04-05*, FPSR-PI-PSM-04-01*, FPSR-IM-LD-03-04* and any future changes that may occur.

10. FISCAL AND ADMINISTRATIVE CONTROL

a) The Coalition shall not assign nor subcontract direct fiscal or administrative control and responsibility for this Agreement to another party. At no time shall control over administrative functions be assigned to any individual or organization other than the Coalition. The Coalition is solely responsible for maintaining all fiscal records and must retain direct management, direct access to, and complete control over all fiscal and administrative functions and records.

b) General accounting and human resource functions may be performed by means of a vendor contract; however, such contract must specify that all records and documents shall remain immediately accessible to the Coalition.

11. RETURN OF FUNDS

The Coalition shall return to the AWI any overpayments or disallowed costs, under federal and/or state law, regulation or rule, within forty (40) calendar days of issuance of written notice by the AWI or other timeframes in accordance with OEL-PI-0038-06. Should repayment not be made in a timely manner, the AWI shall be entitled to charge a lawful rate of interest on the outstanding balance.

12. INDEMNIFICATION

The Coalition shall be liable for and indemnify, defend, and hold the AWI and all of its officers, directors, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Coalition, its agents, subcontractors, or employees during the performance or operation of the SR and VPK programs under the Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

13. INDEPENDENT COALITION STATUS

In the Coalition's performance of its duties and responsibilities under the Agreement, it is mutually understood and agreed that the Coalition is at all times acting and performing as an independent contractor and not a division or subpart of the AWI. The AWI shall neither have nor exercise any control or direction over the methods by which the Coalition shall perform its work and functions other than as provided herein and in law. Nothing in the Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

14. INSURANCE AND RISK MITIGATION

- a) The Coalition shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Agreement and any renewals and extension(s) of it. By execution of this Agreement, unless it is a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, the Coalition accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Coalition and the clients to be served under this Agreement.
- b) The Coalition shall maintain adequate errors and omission insurance on its board members, if necessary, and maintain adequate bonding of its fiscal personnel.

- c) The Coalition shall have a disaster recovery plan and a continuity of operations plan for unforeseen circumstances whether they are natural or man-made disasters!

15. LOBBYING

Funds awarded under this Agreement may not be used for lobbying purposes pursuant to State and Federal Law, including but not limited to, Section 216.347, Florida Statutes and 45 CFR Part 93.

16. METHOD OF PAYMENT

a) The Coalition shall submit for approval, to the Coalition Analyst, all monthly invoices for SR and VPK programs based on actual expenditures as soon as possible following the close of the invoice month, but no later than twenty-five (25) calendar days following the close of the invoice month. Reimbursement Request Invoices shall be submitted using the format prescribed by the AWI. Sufficient detail shall be provided to comply with federal and state reporting requirements and pre and post audit requirements. Local Coalition cash management procedures, including the invoice format and submission requirements shall be in accordance with the cash management procedures established by AWI. Failure to use such form, failure to provide sufficient detail, or failure to submit data in compliance with the standards established by the AWI, may result in a non-payment of the invoice. Invoices shall be processed by the AWI pursuant to Section 215.422, Florida Statutes. The final invoices for the SR and VPK programs are due within 70 calendar days following the end of the current fiscal year, i.e., June 30.

b) Certified forward budget will revert on September 30 and will no longer be available for payment of invoices. The AWI may monitor this Agreement by validating invoices in relationship to services provided and reviewing the records and contracts related to those invoices.

17. NON-EXPENDABLE PROPERTY

Until a rule is promulgated by the Florida Department of Financial Services, pursuant to Chapter 273 (2005), Florida Statutes, the term "nonexpendable property" as used in this section shall include: equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000.00 or more and the normal expected life of which is one (1) year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more and as defined in OEL-PI-0039-06. In accordance with OEL-PI-0039-06, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the SR or VPK Programs, shall be listed on the property records of the Coalition. The Coalition shall inventory annually and maintain accounting records for all equipment purchased and submit an inventory report to the AWI in accordance with OEL-PI-0039-06.

18. PATENTS, COPYRIGHTS, AND ROYALTIES

a) Pursuant to Section 286.021, Florida Statutes, if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this agreement, or in any way connected with the SR or VPK Programs, the Coalition shall refer the discovery or invention to the AWI who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the agreement are hereby reserved to the State of Florida.

b) In the event that any books, manuals, films, or other copyrightable materials are produced, the Coalition shall notify the AWI. Any and all copyrights accruing under or in connection with the performance funded by SR or VPK funds are hereby reserved to the State of Florida.

19. PRIOR APPROVAL

The Coalition shall obtain prior written approval for selected items of cost and administrative requirements in accordance with OMB Circular-A122, *Cost Principles for Non-Profit Organizations* and AWI Guidance, AWI FG 05046, *Prior Approval Procedures*.

20. PROCUREMENT

In accordance with Section 287.057, Florida Statutes, the Coalition agrees that it will comply with the state procurement requirements as outlined in that section and Section 411.01, Florida Statutes and applicable OMB Circulars, such as A-87, A-110 or A-122, for SR and VPK programs and services. Furthermore, the Coalition acknowledges that an entity or affiliate who has been placed on the discriminatory or debarred vendor list may not submit a bid on a contract to provide goods or services to the Coalition, or for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Coalition, may not award or perform work as a Coalition, supplier, subcontractor, or consultant under contract with the Coalition, and may not transact business with the Coalition.

21. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(3)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, the Coalition acknowledges that it and any subcontractors or subrecipients of the Coalition are in compliance with this section.

22. RECORDS

a) The Coalition must comply with the confidentiality provisions and the record retention requirements of Sections 119.021 and 411.011, and 1002.72, Florida Statutes, where applicable. The Coalition shall abide by data security measures imposed as necessary or applicable to comply with the Health Insurance Portability and Accountability Act (HIPAA).

b) All Coalition records, classified as public records, must be open and available for inspection by any person. It is the responsibility of the Coalition to maintain records in a location that is accessible to the public. The individual records of children enrolled in SR programs provided under Section 411.01, Florida Statutes, when held in the possession of the Coalition or AWI, are confidential and exempt from the provisions of Section 119.07, Florida Statutes.

c) Additionally, the personally identifiable records of children enrolled in the VPK Program provided under Section 1002.53, Florida Statutes and any personal information contained in those records, are confidential and exempt from Section 119.07, Florida Statutes and Section 24(a), Art. I of the State Constitution when held by any of entities enumerated in Section 1002.72, Florida Statutes.

d) The Coalition shall establish and maintain books, records, and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the AWI under this agreement. Documentation of expenditures incurred under this agreement shall be maintained by the Coalition and any subcontractor for a period of five (5) years from the date of submission of the final reimbursement request for that

services cannot be provided within seven (7) calendar days, written notification shall be submitted to the AWI as soon as possible but within the seven (7) calendar day timeframe.

32. AUDIT REQUIREMENTS, ASSURANCES AND CERTIFICATIONS

The Coalition has executed and submitted the following required certifications and assurances which are incorporated and made a part of this Agreement as Composite Attachment A.

- Audit Requirements
- Assurances – Non-Construction Programs
- Debarment and Suspension Certification
- Certification Regarding Lobbying
- Drug Free Workplace Certification
- Nondiscrimination and Equal Opportunity
- Certification Regarding Public Entity Crimes
- Certification Regarding Separation of VPK and SR Program Funds

33. AGREEMENT TERMS

a) Order of Priority. If there is any conflict between the provisions set forth in this Agreement (as such may be modified from time to time by AWI and the other standards set forth in the Plan and Federal and State law, it will be resolved in the following order of priority: (i) Federal and State law; (ii) this Agreement; (iii) the Plan.

b) Modifications. Any modification to this Agreement shall be by written consent of the parties.

C. Contingency Statement. This Agreement is subject to the appropriation of funds by the Florida Legislature. As provided in Section 287.0582, Florida Statutes, the "State of Florida's performance and obligation to pay [to the extent a payment obligation can be gleaned from the terms set forth herein] under this contract is contingent upon an annual appropriation by the Legislature."

D. Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the law of the State of Florida applicable to agreements and contracts executed and to be wholly performed within such state.

E. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the term or provision will be stricken, and the remainder of the Agreement will remain in full force and effect.

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¹ Refer to program instructions information memoranda and board action items developed under School Readiness guidelines and may be subject to change in accordance with AWI requirements. Coalitions will be notified of revisions and their effect on the terms and conditions as they occur.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

Early Learning Coalition

By: [Signature]
Chair

Date: 7/6/06

Early Learning Coalition

By: [Signature]
Executive Director

Date: 6/29/06

Agency for Workforce Innovation:

By: [Signature]
Gladys Wilson
Deputy Director

Date: 7-13-06

AUDIT REQUIREMENTS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the AWI may conduct or arrange for monitoring of activities of the Grantee. Such monitoring procedures may include, but not be limited to, on-site visits by the AWI staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AWI. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Comptroller or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the Grantee expends \$500,000 or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire Grantee organization for the organization's fiscal year. Compliance findings related to contracts with the AWI shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the AWI shall be fully disclosed in the audit report with reference to the AWI contract involved. Additionally, the results from AWI's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.
4. If not otherwise disclosed as required by Section 1310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the AWI in effect during the audit period.
5. If the Grantee expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Grantee expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

6. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub Grantees, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R., Part 74.26 for further details.
7. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>.

PART III: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

A. The Florida Agency for Workforce Innovation:

Mr. James F. Mathews, Inspector General
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545

Financial Management Systems Assurance Section (FMSAS)
Attention: Ms. Laura McKinley
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections 320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections 320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the AWI at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

- A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Agency for Workforce Innovation
Caldwell Building
107 East Madison St
Tallahassee, FL 32399-6545

Financial Management Systems Assurance Section (FMSAS)
Attention: Ms. Laura McKinley
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

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

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

ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- F. Certification Regarding Public Entity Crimes (Section 287.133.F.S.)
- G. Certification Regarding Separation of VPK and SR Program Funds (Section 411.01(9)(d).F.S.; Section 1002.71(1) and (7).F.S.; 45 CFR Part 98.54)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

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

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

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40,327-333), regarding labor standards for federally assisted construction subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to
6. EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
7. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
8. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

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

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 11(b) of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach an explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e., Grantee) certifies, to the best of his or her knowledge and belief, that:

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

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

The undersigned shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1552. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the

convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

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

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

Check () if an additional page was required for the listing of the workplaces.

Grantee will inform the AWI of any changes

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition of the Grant Award the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I - financially assisted program or activity. The Grantee understands that the AWI and the United States has the right to seek judicial enforcement of the assurance.

F. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133 F.S.

The Grantee hereby certifies that neither it, nor any person or affiliate of the Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

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

G. CERTIFICATION REGARDING SEPARATION OF VPK AND SR PROGRAM FUNDS, SECTION 411.01(9)(d), F.S.; SECTION 1002.71(1) AND (7), F.S.; 45 CFR Part 98.54

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

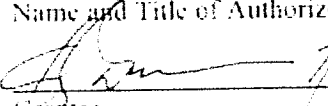
The Grantee hereby certifies that:

All funds awarded for the operation of school readiness programs (CCDF & TANF) will be expended solely for the operation of the school readiness programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the ELC. All state general revenue funds awarded for the operation of the VPK program shall be used solely in the operation of VPK programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the ELC.

By signing below, the Grantee certifies and assures that it will fully comply with the applicable assurances outlined in parts A through G, above.

Harry Duncanson, Chair

Name and Title of Authorized Representative

 7/5/04

Grantee

Date