

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
SAMPLE CONTRACT**

**(Note: As this is a sample contract. Attachments referenced in this sample contract are not attached herein and are not intended to refer to Attachments to the ITN document.)**

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

**CONTRACT # \_\_\_\_\_  
FISCAL YEAR: \_\_\_\_\_, 20xx – \_\_\_\_\_, 20xx**

**THIS CONTRACT is between the Early Learning Coalition of Broward County, Inc., hereinafter referred to as the "COALITION," and \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."**

**A. Description**

This state term, standard core contract is procured through the cost reimbursement method in accordance with Chapter 287, Florida Statutes and the 20xx-20xx Grant Agreement between the Florida's Office of Early Learning and the Early Learning Coalition of Broward County, Inc., for \_\_\_\_\_ services. The CONTRACTOR agrees to provide services on behalf of the COALITION as set forth in those documents attached to this state term, standard core contract entitled "attachment" and labeled 1 through 5 (hereinafter referred to as the "Attachments") and in accordance with the terms and conditions in this state term, standard core contract (the state term, standard core contract and the Attachments hereinafter referred to collectively as the "Contract").

**B. Term**

This Contract shall begin on \_\_\_\_\_, 20xx and shall end on \_\_\_\_\_, 20xx. The COALITION shall not be obligated to pay for costs incurred related to this Contract prior to its beginning or after its ending date, unless otherwise agreed to in writing between the parties.

**RENEWAL:** This Contract may be renewed by the COALITION for a term not to exceed a total of five (5) years or for the term of the original Contract, whichever is longer. Contract renewals are limited to one-time occurrence. Such renewal 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 and c) shall be subject to the availability of funds to the COALITION. Any renewal shall be subject to the same terms and conditions as set forth in the original Contract. In the event the CONTRACTOR seeks renewal of the Contract, the CONTRACTOR shall forward to the COALITION a written correspondence requesting that the COALITION renew the Contract no later than sixty (60) days prior to the expiration of the Term of the Contract. Notwithstanding the foregoing, in no event shall the COALITION be required to renew the Contract with CONTRACTOR. A renewal shall not include any compensation for costs associated with the renewal. Exception purchase contracts as set forth pursuant to 3(a) and (b) of the 20xx-20xx Grant Agreement between Florida's Office of Early Learning and the Early Learning Coalition of Broward County, Inc may not be renewed by the COALITION and the CONTRACTOR.

**C. Contract Payment and Availability of Funding**

This Contract shall not exceed **\$0.00** for \_\_\_\_\_ services. The COALITION'S obligation to pay 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 a default by the COALITION. The COALITION agrees to notify the CONTRACTOR in writing at the earliest possible time if funds are not appropriated or available. The Contract amount shall be more specifically described in Exhibit A and Composite Exhibit B of Attachment I to this Contract.

#### **D. Governing Laws**

##### **1. State of Florida**

**a. Early Learning Programs:** The CONTRACTOR agrees that this Contract shall be performed, administered, executed and enforced in all respects in accordance with all applicable laws, rules, and regulations of the State of Florida including but not limited to the School Readiness ("SR") Act, Section 411.01, Florida Statutes; Section 411.0101, Florida Statutes (Child Care and Early Childhood Resource and Referral); Section 411.0102, Florida Statutes (Child Care Executive Partnership Act); Section 411.0111, Florida Statutes (Child Care Records of Children in School Readiness Programs); Chapter 100, Florida Statutes (VPK); Section 215.97, Florida Statutes (Single Audit Act); OMB Circulars A-110, A-122 and A-133, if applicable; Child Care Development Fund (CCDF) Block Grant, 42 USC § 985, et seq. and Section 418 of the Social Security Act, as amended by Title VI of the National Responsibility and Work Opportunity reduction Act, 42 USC § 610. Provisions of the current approved CCDF State Plan; all applicable parts of 45 CFR including but not limited to: Temporary Assistance for Needy Families, 42 USC § 601 et seq., provisions of the current approved TANF State Plan; Chapter 6M-4, Florida Administrative Code ("FAC") Chapter 6M-8, FAC Chapter 6M-9, FAC; The Florida Department of Financial Services-Reference Guide on State Expenditures; the most recent HHS Grant Policy Statement along with applicable federal policies generally described therein; and background screening requirements that comply with all applicable federal, state and local laws and regulations.

**b.** The CONTRACTOR agrees that this Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The parties further agree that Duval County shall be the venue of any legal action between the parties.

**c.** The CONTRACTOR and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in Section 39.0132, 39.202, and 39.814, Florida Statutes, and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in the child care/voluntary pre-kindergarten arrangements, or the family of children in the child care/voluntary pre-kindergarten arrangements, except as specifically authorized by these statutes. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in Section 39.205, Florida Statutes. The CONTRACTOR further agrees to comply with Section 411.011, Florida Statutes as it relates to records of children in the school readiness program and Section 1002.72, Florida Statutes as it relates to the Voluntary Pre-kindergarten Education (VPK) Program.

**d.** The CONTRACTOR shall establish and comply with a policy regarding criteria for appointing employee positions as positions of special trust, which meet or exceed the requirements established in Section 110.1127(3)(a), Florida Statutes. The CONTRACTOR shall designate those employee positions, contracted employee positions, intern positions, or volunteer positions that because of the special trust or responsibility or sensitive location of those positions, require that persons occupying those positions be subject to a security background check. At a

minimum, the policy must treat positions of special trust to include positions in which individuals have contact with children for 15 hours or more per week or have access to confidential information.

e. By the execution of this Contract, the CONTRACTOR agrees to fully comply with the most current Grant Agreement between Florida's Office of Early Learning and the Early Learning Coalition of Broward County, Inc., to the extent that any provision of this Contract is silent as to expected performance or conditions.

## 2. Federal Law

### a. CCDF and TANF:

The CONTRACTOR shall ensure that all its activities under this Contract shall be conducted in conformance with any applicable regulations promulgated under the Child Care and Development Fund (hereinafter referred to as "CCDF") all applicable Parts of 45 C.F.R. including but not limited to parts 74, 80, 84, 86, 87, 90, 98 and 99; the Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), 42 U.S.C. §601 et seq., and other applicable federal regulations and policies promulgated thereunder.

### b. Unauthorized Aliens:

The CONTRACTOR agrees that unauthorized aliens shall not be employed. The CONTRACTOR agrees to comply with the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act and Florida Executive Order 11-02 and 11-116. Compliance by the CONTRACTOR includes, but shall not be limited to the utilization of the U. S. Department of Homeland Security's E-Verify system as it pertains to the recruitment and retention of personnel for the CONTRACTOR. The COALITION shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the COALITION.

### c. Clean Air and Water Act:

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 7606), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 25). The CONTRACTOR shall report any violation of the above to the COALITION. 42 usc §601, 33 usc 1251 et seq]

### d. Lobbying:

Funds received by CONTRACTOR under this Contract may not be used for lobbying purposes pursuant to Florida and Federal Law, including but not limited to, Section 216.347, Florida Statutes and 45 C.F.R. §93.

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR must, prior to this Contract's execution, complete the *Certification Regarding Lobbying* form, included in this Contract as Attachment 3(C). If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from the COALITION'S Contract Manager. All disclosure forms as required by the *Certification Regarding Lobbying* form must be completed and returned to the COALITION'S Contract Manager.

### e. Debarment and Suspension:

When applicable, as required by the regulation implementing Executive Order 12549, Debarment and Suspension 29 C.F.R. Part 98, the CONTRACTOR must provide assurances that it is not presently nor previously within a three-year period preceding the effective date of this Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The CONTRACTOR shall provide assurances of compliance as certified in Attachment 3(B) entitled *Certification Regarding Debarment, Suspension and Other Responsibilities - Primary Covered Transaction*.

**f. Drug-Free Workplace:**

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 C.F.R. Part 98, subpart F, the CONTRACTOR shall provide a drug-free workplace as certified in Attachment 3(D) entitled *Certification Regarding Drug-Free Workplace Requirements*. [2 CFR ss 382.400, 182, 29 CFR 94?]

**g. 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.

**h. Pro-Children Act:**

The CONTRACTOR agrees to comply with the Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

**i. Non-Discrimination and Harassment-Free Workplace:**

The CONTRACTOR, as certified in Attachment 3(E) shall not discriminate against any employee employed in the performance of the Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, sexual orientation, marital status, age, religion, or gender. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 10.

**j. Energy Policy and Conservation Act:**

The CONTRACTOR agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act (Pub. Law 94-163, 89 Stat. 871). [45 CFR 92.36 (i)]

**k. Construction or Renovation of Facilities Using Program Funds:**

The CONTRACTOR is aware that pursuant to 45 C.F.R. Section 98.54(a)(2)(b), CCDF funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds received from the COALITION, the COALITION shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement of buildings or real property.

**l. School Readiness Citizenship and Immigration Status:**

The CONTRACTOR agrees to verify the citizenship and immigration status of beneficiaries of the School Readiness program and to ensure that a child is a U.S. citizen, U.S. noncitizen national or qualified alien. The federal Child Care and Development Fund (CCDF) is subject to requirements of the *Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)*. Title IV of PRWORA requires programs offering federal public benefits to verify the citizenship and immigration status of beneficiaries of those benefits.

**E. Audits and Records Retention Requirements.**

1. Representatives of the COALITION, the Chief Financial Office of the State of Florida or the Auditor General of the State of Florida, or representatives of the Federal government and their duly authorized representatives shall have access, for purposes of examination to any books, documents, papers and records of the CONTRACTOR as they may relate to this Contract.
2. The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting

procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the COALITION under this Contract.

3. The CONTRACTOR shall ensure that accounting records reflect the separation of all programs/activities it administers or for which it receives funding. Records shall adequately identify the source and application of funds by Other Cost Accumulators (OCA) for each program/activity. A clear audit trail shall exist showing the benefit received from each expenditure, as it relates to the applicable program/activity.

4. When applicable in accordance with Attachment 2 of this Contract, the CONTRACTOR shall provide an annual financial and compliance audit to the COALITION within thirty (30) days of CONTRACTOR'S receipt of said audit and also ensure that all related party transactions are disclosed to the auditor.

5. The CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

6. The CONTRACTOR shall retain and maintain all CONTRACTOR records, financial records, supporting documents, statistical records and all other documents or expenditures (including electronic storage media) pertinent to this Contract for a period of five (5) years from date of submission of the final reimbursement request to the grant year after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise.

7. The CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any records or documents, upon request of the COALITION and such records shall remain immediately accessible to the COALITION, its agents and federal and state officials regarding the requirements of this Contract.

8. The CONTRACTOR shall comply with the confidentiality provisions and the record retention requirements of sections 119.021, 411.010, 396.057, and 1002.72, Florida Statutes, where applicable. The CONTRACTOR shall also comply with all privacy measures of the Health Insurance Portability and Accountability Act (HIPPA), if applicable.

#### **F. Use of Funds and Corrective Action Plans**

2. 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 agents, and Federal and State officials shall have the right to inspect any records, papers, documents, facilities, goods, and services of the CONTRACTOR that are relevant to this Contract. The COALITION shall also have the right to interview any clients, employees, subcontractors, consultants, and participants of the early learning programs to assure that: (1) the funds received from the COALITION are being expended in accordance with this Contract and (2) quality services are being delivered by the CONTRACTOR or its subcontractors. 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 or service providers, so as not to disrupt services.

3. 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. The CONTRACTOR hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.

4. The CONTRACTOR shall include the requirements for inspection as required by this paragraph in any subcontracts, rate agreements or certificate/voucher agreements, if applicable.

5. The CONTRACTOR shall return to the COALITION or its designated agent, any overpayment or disallowed costs under federal and/or state law, regulation or rule, which is paid 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 FOEL File No. 240.01) of issuance of written notice by the COALITION or from discovery by 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." Interest earned on advances under this Contract shall be reported and returned to the COALITION on a quarterly basis. The CONTRACTOR shall not receive an advance for any school readiness program related funds until all previously advanced school readiness related funds have been repaid.

6. 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 the 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 the Contract. Written notice shall be delivered by mail with proof of delivery or in person with proof of delivery as set forth in the 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 and correcting the deficiencies. In order to ensure funds are not withheld, the CONTRACTOR shall respond to the notice within thirty (30) days or the timeline specified and provided a corrective action plan that addresses all of the noted deficiencies. If the 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, or other timeline specified by the COALITION, may lead to funds being withheld from the CONTRACTOR. Failure to comply with a corrective action plan may also lead to the termination of this Contract as set forth in Section DD of the 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.

#### **G. Invoicing**

Invoicing for the CONTRACTOR'S services shall be made in accordance with the terms specified in **Attachment 1**, with an option of a one-month advancement of funds as consistent with applicable Florida's Office of Early Learning ("FOEL") policies. The CONTRACTOR shall be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Contract. Regular monthly payments shall not be authorized until the COALITION'S Contract Manager has received a properly completed invoice and has approved the final report(s) for all service tasks related to the work completed during the month. The CONTRACTOR shall comply with the 20xx-20xx Grant Agreement between Florida's Office of Early Learning and the Early Learning Coalition of Broward County, Inc., for any Category 2 purchase, as defined by Section 287.017 Florida Statutes. For purposes of this Contract, any action in Section 287.057(5) 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 the final invoice for payment to the COALITION no later than forty (40) calendar days after this Contract ends or is terminated. 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. Information Resource Acquisition**

The CONTRACTOR shall obtain prior written approval from the COALITION approving authority for the purchase of any Information Technology as the term is defined in Section 282.0041, Florida Statutes that is made as part of this Contract. The CONTRACTOR agrees to seek said prior approval by means of the most current state approved form, available from the COALITION'S Contract Manager, who shall serve as liaison between the CONTRACTOR and the approving authority.

#### **I. Recording of Property for Inventory Purposes and Non-expendable 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.

2. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract in accordance with OEL File 240.02, relevant Florida Statutes, OMB circulars 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 of and in accordance with instructions from the COALITION.

4. Immediately upon discovery, the CONTRACTOR shall notify the COALITION, in writing, of any non-expendable 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.

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. In accordance with FOEL File 240.02, 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 be transferred 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 comply with the provisions of 45 C.F.R. 74.32, for real property, 45 C.F.R. 74.34 for equipment, and 45 C.F.R. 74.35 for supplies.

**J. Sponsorship/Public Announcements**

1. If CONTRACTOR sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract in accordance with Section 286.25, Florida Statutes, it shall in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (CONTRACTOR'S name) and Early Learning Coalition of Broward County, Inc. If the sponsorship reference is in any written material, the words "Early Learning Coalition of Broward County, Inc." shall appear in the same size letters or type as the name of the CONTRACTOR.

2. Use of state logos shall be limited to those logos approved by the applicable approving agency pursuant to Florida Statute and/or the Florida Administrative Code. The COALITION shall provide the CONTRACTOR with state logos that are approved by the applicable approving agency pursuant to Florida Statute and/or the Florida Administrative Code.

3. The CONTRACTOR agrees that, in accordance with Public Law 103-333, Section 508, 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 Contractors receiving state or federal funds, 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. For purposes of complying with this section, the percentage and dollar amount of federal funds are those shown on Exhibit A to this Contract.

**K. Public Entity Crime**

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 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 the 20xx-20xx Grant Agreement between Florida's Office of Early Learning and the Early Learning Coalition of Broward County, Inc. for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Furthermore, the CONTRACTOR shall provide a sworn statement of compliance as certified in Attachment 3. By execution of this Contract, the CONTRACTOR acknowledges that it is in compliance with this section and that it will require any and all subcontractors providing services under this Contract to acknowledge that they are also in compliance with this section.

**L. Personnel**

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon services required by this Contract as set forth in Attachment 1 to this Contract.

All personnel specified in Composite Exhibit B on Personnel Budget Narrative, Quality Assurance Service/ Quality Rating System, Form B-3 of Composite Exhibit B: page xx, shall be considered essential to the work to be performed. In the event of a proposed change to such personnel through substitution or diversion of personnel from the project, the CONTRACTOR shall notify the COALITION in writing and submit a proposed Form B-3 of Composite Exhibit B, within five (5) business days of the effective date of the proposed change. No changes may be made to the levels or



categories of personnel identified in the Personnel Budget Narrative, Quality Assurance Service/Quality Rating System without prior written consent of the COALITION, which consent shall not be unreasonably withheld. Changes in key personnel may include resignations, approved leaves of absences of six (6) weeks or more, or terminations. Notifications shall be in writing and shall include information related to replacement staff.

#### **M. 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 herein and by law. Nothing in this Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties. 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 in any way is 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 of the Contract.

#### **N. Indemnification**

To the extent permitted by law, the CONTRACTOR shall be liable for and indemnify, defend, and hold the COALITION and all of its officers, agents, and employees harmless from all claims, suits, judgments, 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 agents, officers, subcontractors, or 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 by any person or 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 parties agree that such indemnification obligations shall survive the expiration or termination of this Contract. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

The parties acknowledge that if the CONTRACTOR is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, CONTRACTOR agrees to be fully responsible for acts and omissions of its agents 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. 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.

#### **O. Insurance Requirements for Contractor**

##### **1. Liability Insurance**

The CONTRACTOR shall maintain adequate liability insurance coverage 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, unless it is a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, and as may be amended from time to time, the

CONTRACTOR will provide its self-insurance letter to the COALITION prior to the execution of this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

The CONTRACTOR shall have a disaster recovery plan within its continuity of operations plan (COOP) in place for unforeseen circumstances whether for natural or man-made disasters. A COOP update must be submitted to the COALITION no later than July 1<sup>st</sup> of each contract period.

## **2. Worker's Compensation Insurance**

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

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

The CONTRACTOR shall not commence any work in connection with this Contract until the COALITION has approved its insurance coverage. All insurance policies shall be with insurers who are qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name the COALITION as an additional named insured. The COALITION shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

## **3. Unemployment Compensation Insurance**

The CONTRACTOR, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of this Contract.

## **P. 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 \$xxx,xxx.00. In lieu of a performance bond, the CONTRACTOR may furnish the COALITION with an irrevocable standby letter of credit acceptable to both parties.

The CONTRACTOR shall post one form of security under this section, which shall apply to all of the contracts entered into between the CONTRACTOR and the COALITION with a term beginning \_\_\_\_\_, 20xx and ending \_\_\_\_\_ 20xx. 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 BB 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.

## **Q. Confidential Information and Records**

Each Party may have access to confidential information collected or maintained by the other. Each Party shall protect such confidential information clearly identified as such, in a manner that does not permit the personal identification of children or their parents/guardians by persons other than those authorized to receive the records. It is the responsibility of the CONTRACTOR that subcontractors and sub recipients observe the same terms and conditions as contained in the Contract and use appropriate non-disclosure agreements as necessary to ensure confidentiality and security of the data. The CONTRACTOR shall comply with the confidentiality provisions and the record retention requirements of section 119.021, 411.021, 456.057 and 1002.72, Florida Statutes, and other applicable state and federal law (including, but not limited to the federal act known as "HIPPA") where applicable. The individual records of children enrolled in SR programs under section 411.011, 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 agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law. The records and data of the CONTRACTOR as it pertains to this Contract that are classified as "public records" must be open and available for inspection by any person unless otherwise specified by law. It will be the responsibility of the CONTRACTOR to ensure availability of said records for production and/or inspection by the public on behalf of the COALITION. The CONTRACTOR shall set forth processes and procedures to secure the 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 or CONTRACTOR'S location. Such procedures and processes of the CONTRACTOR shall include, but not be limited to, timely written notification to the COALITION of requests for production or inspection of records and data by the public and direct requests for disclosure of confidential information to recipients of services under the Contract.

**R. Information Technology and Systems Security**

The CONTRACTOR shall comply with the Computer-Related Crimes Act, Chapter 815, Florida Statutes, 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 FOEL Policy 5.02, Information Systems Security Program.

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.

**S. Incident Reporting**

The CONTRACTOR agrees to immediately report knowledge or reasonable suspicion of abuse, neglect, abandonment, lack of supervision, 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). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both the CONTRACTOR and its employees and subcontractors.

The CONTRACTOR agrees to immediately report knowledge of any actual or alleged abuse, abandonment, lack of supervision, neglect, serious injury or death suffered by a child who receives early learning services while in the care of an early care and education provider to the COALITION. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than

twenty-four (24) hours of obtaining such knowledge. 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.

#### **T. Intellectual Property**

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics, blueprints or other data, whether electronic or hardcopy, developed exclusively by the CONTRACTOR, their employees, their agents, or their subcontractors in connection with the services provided to the COALITION hereunder during the duration of the Contract shall be the exclusive property of the State of Florida and must be surrendered to the COALITION upon the expiration, termination, or cancellation of this Contract at no cost to the COALITION. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

#### **U. Patents, Copyrights, and Royalties**

If any discovery or invention arises or is developed in the course of, or as a result of work or services performed with funds under this Contract, or in any way connected with the Early Learning programs, the CONTRACTOR shall refer the discovery or invention to the COALITION who shall refer it to the appropriate governing agency to determine whether patent protection shall be sought in the name of the State of Florida or the COALITION. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida or the COALITION, as applicable and as required by law. The CONTRACTOR shall be responsible for reporting the foregoing to the COALITION within seven (7) days of creation and/or implementation of intellectual property.

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

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

#### **V. Cooperation**

The CONTRACTOR agrees to fully cooperate with the COALITION, the Florida Office of Early Learning 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.

#### **W. 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.

**X. Notification of Legal Action**

The CONTRACTOR shall notify the COALITION of legal actions taken against it or potential actions such as lawsuits, claims, or special proceedings, related to or arising from services provided through this Contract or that may impact the CONTRACTOR'S ability to deliver the contractual services, or 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.

**Y. Assignments and Subcontracts**

The CONTRACTOR agrees to neither assign the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract without prior written approval of the COALITION, which shall not be unreasonably withheld. Any subcontract, sublicense, assignment or transfer otherwise occurring, without prior approval of the COALITION shall be null and void.

The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with the CONTRACTOR'S work or by subcontractors and consultants 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 entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the COALITION. Such review of the written subcontract document by the COALITION shall be limited to a determination of whether or not the COALITION approves of the subcontract and the applicable terms and conditions of this Contract. 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.

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 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 the 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. It is the CONTRACTOR'S responsibility to ensure that its subcontractors 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 shall cooperate with such other contractors and the COALITION in all such cases. Any subcontractors to the CONTRACTOR shall be required to abide by this provision as a condition of the agreement between the subcontractor and the CONTRACTOR.

The COALITION shall notify the CONTRACTOR if, in the COALITION'S judgment, the CONTRACTOR or any of its subcontractors are not maintaining staff sufficient to deliver the agreed upon services required by 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.

**Z. Amendments**

In addition to changes necessitated by law, 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 to the Contract .

Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all parties. The parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary. The rate of payment and the total dollar amount may be adjusted retroactively to reflect changes in payment established through the COALITION'S budget modification process as described in Attachment 1, Section E., Paragraph 3 of this Contract.

**AA. 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 Contract 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 Officers shall deliver written decision regarding the dispute to the CONTRACTOR and the COALITION'S Contract Manager. The Chief Executive Officer's decision may be appealed in writing to the COALITION'S Board of Directors within twenty-one (21) calendar days of the CONTRACTOR'S receipt of the Chief Executive Officer's written decision. Except as provided herein the CONTRACTOR shall not be precluded from pursuing any available remedies at law or equity if dissatisfied with the COALITION'S decision.

**BB. Default**

1. 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 the failure of the CONTRACTOR to perform pursuant to the terms and conditions set forth in this Contract and said failure to perform has not been cured within 30 days after receipt of written notice from the COALITION specifying such failure, or within such other reasonable time period agreed to by both parties. Notwithstanding the foregoing, the COALITION shall not be required to provide written notice and a period to cure a breach of the terms and conditions of this Contract by the CONTRACTOR and may terminate this Contract as set forth in Section DD of this Contract. In no event shall a breach of the terms and conditions of the Contract by CONTRACTOR constitute an Event of Default if such failure of performance is caused by or is the result of causes beyond the reasonable control of the CONTRACTOR due to any occurrence commonly known as force majeure as defined in Section CC of this Contract. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract.

In the Event of Default, the COALITION shall be entitled to any and all remedies in law and equity in addition to those remedies set forth in the Contract and the pursuit said remedies shall survive the expiration or termination of this Contract.

**CC. Force Majeure And Notice Of Delay From Force Majeure**

The COALITION and 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 no alternate source of supply is available. 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 the 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. 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 period or certain events that would make said acts of God reasonably foreseeable (i.e. hurricanes between the months of August to November). For purposes of this paragraph "preparation" shall mean the creation and implementation of policies and procedures for those acts of Gods that occur during certain times of the years or during certain 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 state above shall be used to determine whether or not the parties shall be able to exercise the remedies a set forth herein.

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 in accordance with this section is a condition precedent to 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, Florida's Office of Early Learning, or the State, 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 quantity; or (3) terminate the Contract in whole or in part.

**DD. Termination**

1. Termination at Will - This Contract may be terminated by either party upon **no less than thirty (30) calendar days** notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be provided by certified mail, return receipt requested or in person with proof of delivery.

2. Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable, the COALITION may terminate this Contract upon **no less than twenty-four (24) hours** notice in writing to the CONTRACTOR. Under this circumstance, notice shall be provided by certified mail, return receipt requested or in person with proof of delivery. The COALITION shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination.

3. Termination for Breach - 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.

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

**DD. Conflict of Laws and Order of Precedence**

In the event that federal law, Florida law, the polices and procedures of Florida's Office of Early Learning, the most current Grant Agreement between FOEL and the COALITION and/or the COALITION Plan conflicts with the Contract, Florida law, federal law, the polices and procedures of the Florida's Office of Early Learning, the most current Grant Agreement between FOEL and the COALITION and/or the COALITION Plan, shall prevail over the Contract. The precedence of the foregoing shall be as follows: (i) federal law (ii) Florida law (iii) FOEL polices and procedures (iv) Grant Agreement (v) COALITION Plan, except in the event that a lower priority law contains a stricter requirement in which case the more restrictive requirement shall prevail. In the event there is a conflict between the standard core contract and the Attachments, the Attachments shall control unless the standard core contract has been subsequently amended by the COALITION and the CONTRACTOR to address the conflict between the standard core contract and the Attachments in which case the standard core contract will control. In the event there is conflict between the Contract and the method of procurement utilized to award the Contract to the CONTRACTOR as set forth in Florida Statute 287.057 (i.e. request for proposal, invitation to bid, etc...), the Contract shall prevail.

**EE. Severability**



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

**FF. Counterparts**

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

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

The names, address, zip code and telephone number of the payee for the CONTRACTOR is:

The name, address, zip code and telephone number of the CONTRACTOR's Contract Manager for the CONTRACTOR is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The name, address, zip code and telephone number of the COALITON'S Contract Manager is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 terms, invoices, reports, correspondences, notices, records, and any other documents concerning or related to the Contract shall be submitted to the persons identified above.

**HH. Signature Authority**

*OPTIONAL LANGUAGE IF THE CONTRACTOR IS A GOVERNMENT AGENCY:*

The CONTRACTOR has the option of delegating signature authority to the County Administrator for the sole purpose of executing subsequent annual renewals or amendments to this contract.

The parties hereto have caused this \_\_\_\_\_ page standard contract to be executed by the undersigned officials as duly authorized and which shall be effective \_\_\_\_\_, 20XX.

**IN WITNESS THEREOF**, the parties hereto have made and executed this Contract on the respective date(s) under each signature: \_\_\_\_\_, signing by and through its \_\_\_\_\_, authorized to execute same by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20XX, and EARLY LEARNING COALITION OF BROWARD COUNTY, INC., signed by and through its Chair, duly authorized to execute same.

- Standard Core Contract
- Attachment I
- Attachment II
- Attachment III
- Attachment IV

**THIS SECTION INTENTIONALLY LEFT BLANK**

**DRAFT**

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.  
SIGNATORY PAGE**

***FOLLOWED BY***

**CONTRACTOR  
SIGNATORY PAGE**

**DRAFT**